

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

JULY 31, 2013



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK/RECORDER

Proceedings of the Tazewell County Board of Tazewell County, Illinois were held in the Justice Center Community Room in the City of Pekin on Wednesday, July 31, 2013

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Board members were called to order at 6:03 P.M. Chairman David Zimmerman presiding with the following members present: Ackerman, Connett, Crawford, Donahue, D. Grimm, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Stanford, Vanderheydt and VonBoeckman.

Absent: B. Grimm and Sundell

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Invocation was given by Chairman Zimmerman, followed by Chairman Zimmerman leading the Pledge of Allegiance.

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JULY 31, 2013

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Motion by member Vanderheydt, Second by member Meisinger to Approve the minutes for the June 26, 2013 County Board meeting. Motion carried by Voice Vote.

Proclamation: The Center for Prevention of Abuse.

Executive Director Martha Herm presented Deaunna Collins, Center for Prevention of Abuse Board Member and Carla Payne, Duck Race Coordinator.

Martha gave a review of services from the agency.





## **A Proclamation**

### **The Center for Prevention of Abuse**

#### **Duck Race Month – August 2013**

**WHEREAS**, The Center for Prevention of Abuse has served residents of Tazewell County since 1976 providing safety and support to victims of domestic violence, sexual assault and elder abuse; and

**WHEREAS**, The Center has provided prevention education to Tazewell County students of all ages since 1984 focusing on body safety, conflict resolution, anti-bullying and building healthy relationships; and

**WHEREAS**, in Tazewell County and throughout the United States the statistics are as follows:

- One out of four women are abused or assaulted in her lifetime
- One out of 13 seniors will be abused, neglected or exploited in their lifetime
- One out of three girls and one out of four boys will be abused before their 18<sup>th</sup> birthday
- One out of three students will experience bullying

**WHEREAS**, in the current fiscal year 1370 Tazewell County residents received services; and

**WHEREAS**, The Center operates an emergency safe shelter, a walk-in counseling and business office in Tazewell County at 401 Court Street as well as an Order of Protection Office in the Tazewell County Courthouse; and

**WHEREAS**, the annual Duck Race is the major fundraiser for the Center for Prevention of Abuse and is celebrating its 25<sup>th</sup> Anniversary on August 24, 2013.

I, David Zimmerman, Chairman of the Tazewell County Board due hereby proclaim August 2013 as DUCK RACE MONTH in Tazewell County and invite all residents to support the 25<sup>th</sup> Annual Duck Race in order to maintain the needed services and programming of The Center for Prevention of Abuse in Tazewell County.

*Respectfully presented July 31, 2013.*



Tazewell County Board Chairman

Member Timothy Neuhauser announces a new service, 211.

New services that provides the proper resources to help  
the people in need.



NEED HELP? CALL 211 - 24/7 - FREE - CONFIDENTIAL  
**211HOI.ORG**

Heart of Illinois 

# 2-1-1<sup>®</sup>

**Get Connected. Get Answers.**



**Advanced  
Medical Transport**

**United  
Way**



## EVERYDAY, INDIVIDUALS GO WITHOUT ESSENTIAL SERVICES WHILE HELP IS READILY AVAILABLE

The Heart of Illinois 2-1-1, a partnership between the Heart of Illinois United Way and Advanced Medical Transport of Central Illinois, offers a new way to access information and referral services throughout Peoria, Tazewell, Woodford, Marshall, Stark and Putnam counties.

### WHAT IS THE HEART OF ILLINOIS 2-1-1?

- Comprehensive information and referral available 24/7
- A single confidential call connects callers with critical health and human care programs
- Part of the “N-1-1” calling system that includes 9-1-1 and 4-1-1
- Call center at Advanced Medical Transport of Central Illinois is linked to their 9-1-1 call center for easy and efficient transfer of calls in case of emergency
- State of Illinois passed the 2-1-1 Service Act into law in 2009; Nationally, 2-1-1 call centers respond to 17 million calls a year; HOIUW current help line averages 8,600 calls per year
- Other counties in Illinois with 2-1-1 service include: Calhoun, Clinton, DeWitt, Greene, Jersey, Livingston, McLean, Macoupin, Madison, Menard, Monroe, Ogle, Randolph, Rock Island, St. Clair, Sangamon and Winnebago
- If a caller dials 211 and cannot connect, the information line can also be accessed at (309) 999-4029

### HEART OF ILLINOIS 2-1-1 CONNECTS CALLERS TO:

- Basic needs such as food, shelter, clothing, rent and utility assistance
- Physical and mental health services including medical expenses, support groups, counseling and rehabilitation
- Financial assistance, job training and transportation services
- Programs for seniors such as home-delivered meals, respite care and home health care
- Childcare, after school programs, mentoring, tutoring and protective services

### NEED 2-1-1 MATERIALS? DO YOU OFFER SERVICES?

- If your organization has services that should be included in the 2-1-1 information and referral database, please visit [211hoi.org](http://211hoi.org) and click “Add Your Agency.” You can also search for your organization or for the types of services your agency provides to verify your listing.
- To help the United Way promote 2-1-1 to people in need, the Heart of Illinois United Way offers a variety of 2-1-1 marketing materials. Please call or email your organization’s contact information to Gina Edwards, Vice President of Marketing and Communications at 309-674-5181 ext. 234 or [gina.edwards@unitedway.org](mailto:gina.edwards@unitedway.org).

Transportation Committee In Place Meeting at 6:16 P.M.  
Transportation Committee In Place Meeting adjourned at  
6:18 P.M.

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Property Committee In Place Meeting at 6:18 P.M.  
Property Committee In Place Meeting adjourned at 6:19  
P.M.

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Executive Committee In Place Meeting at 6:19 P.M.  
Executive Committee In Place Meeting adjourned at 6:20  
P.M.

Motion by member Graff, Second by member Redlingshafer to approve Consent Agenda 1-33. Pulling 2, 3, 4, 5, 6, 7, 8, 17 and 33. Motion carried by Voice Vote.

**AN ORDINANCE AMENDING TITLE 7,  
CHAPTER 1, ZONING-CODE OF TAZEVELL COUNTY  
ON PETITION OF ALICE GUTH**

(Zoning Board Case No. 13-21-Z)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Alice Guth for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation District to a R-R Rural Residential Zoning District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 13-21-Z as held by the Tazewell County Zoning Board of Appeals on July 2, 2013, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

**WHEREAS**, said report to the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

**POSITIVE.** The proposed amendment shall not be detrimental to the orderly development of Tazewell County as it is consistent with the Future Land Use Map for Tazewell County, which designates the subject area as R-R.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

**POSITIVE.** At this time, the proposed zoning amendment poses no foreseeable danger or risk to the public health, safety, morals or general welfare of Tazewell County or its residents. The proposed amendment will allow and encourage single family residential development adjacent to existing single family residential homes.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

**POSITIVE.** The request is consistent with existing uses of property within the general area of the property in question.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

**POSITIVE.**

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

**POSITIVE.** Per the applicant, the subject property is not suitable for large scale farming operations, although it is currently planted in row crops.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

**POSITIVE.** The property in question is suitable for the uses permitted under the proposed zoning classification given the consistency with other nearby parcels being utilized for residential purposes.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*

**POSITIVE.** The recent trend in the immediate area has been toward residential development with adjacent parcels having recently been rezoned to R-R.

8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

**POSITIVE.** The surrounding area has transitioned into more Rural Residential uses since the property was placed in its original zoning classification.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

**POSITIVE.** The proposed zoning map amendment is within 1.5 miles of Washington and Morton. Both municipalities have an adopted Comprehensive Plan.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

**POSITIVE.** The relative gain to the public should the subject site remain A-1 is negligible as compared to the hardship imposed upon the individual property owner should this rezoning request be denied.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

**POSITIVE.** The proposed zoning map amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan listed below:

- Provide sufficient land to accommodate new residents and businesses in accordance with the Comprehensive Plan.
- Locate new development contiguous to existing development to aid police and fire protection.
- Locate new residential development along local roads to facilitate efficient travel and maintain public safety.
- Avoid leapfrog development and isolated land development to preserve contiguous tracts of productive agricultural land.
- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- Minimize conflict between land uses.

which findings of fact are hereby accepted by the County Board as the reason for approving the Rezoning request.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:**

**SECTION I.** The petition of Alice Guth for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation District to a R-R Rural Residential Zoning District for the following described property:

Currently a Part of P.I.N. 02-02-32-400-006; an approximate 40 acres of an existing 80 acre parcel located in part of the South Half of the Southeast Quarter of Section 32, Township 26 North, Range 3 West of the Third Principal Meridian, Washington Township, Tazewell County, Illinois;

located at the Southwest Corner at the intersection of Farmdale Road and Schuck Road, Washington, Illinois.

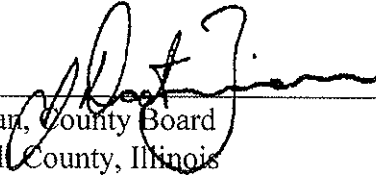
is hereby granted.



**SECTION II.** This Ordinance shall be in effect upon passage.

**PASSED AND ADOPTED** this 31<sup>st</sup> day of July, 2013.

Ayes 19 Nays 0 Absent 2

  
\_\_\_\_\_  
Chairman, County Board  
Tazewell County, Illinois

**ATTEST:**

Christie A. Webb  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois

**REPORT OF THE  
LAND USE COMMITTEE OF THE  
TAZEWELL COUNTY BOARD**

**TO THE HONORABLE BOARD OF TAZEWELL COUNTY:**

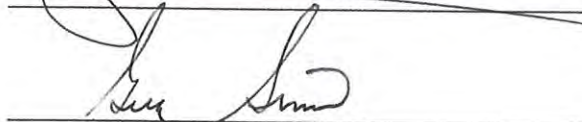
Your Committee of Land Use beg leave to report that they have examined the proposed Ordinance to amend Title 7, Chapter 1, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Rezoning be approve by the County Board.

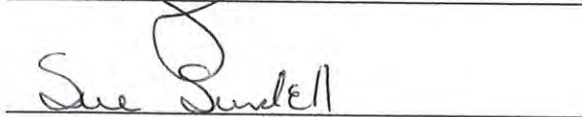
As presented this 9<sup>th</sup> day of July, 2013.

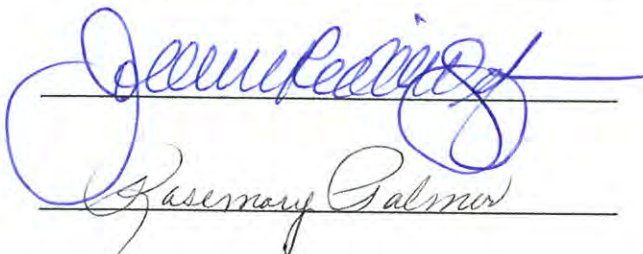
**Case No. 13-21-Z Alice Guth**

All of Which is  
Respectfully Submitted,

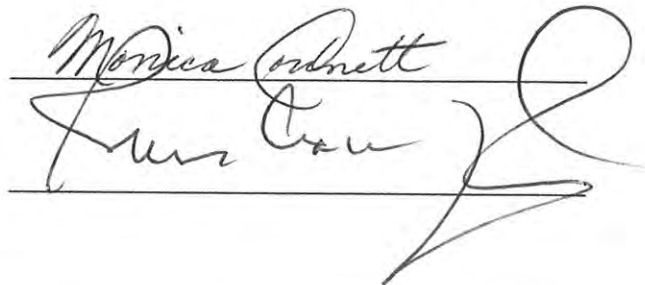


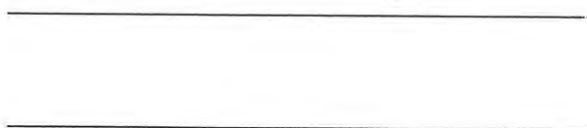






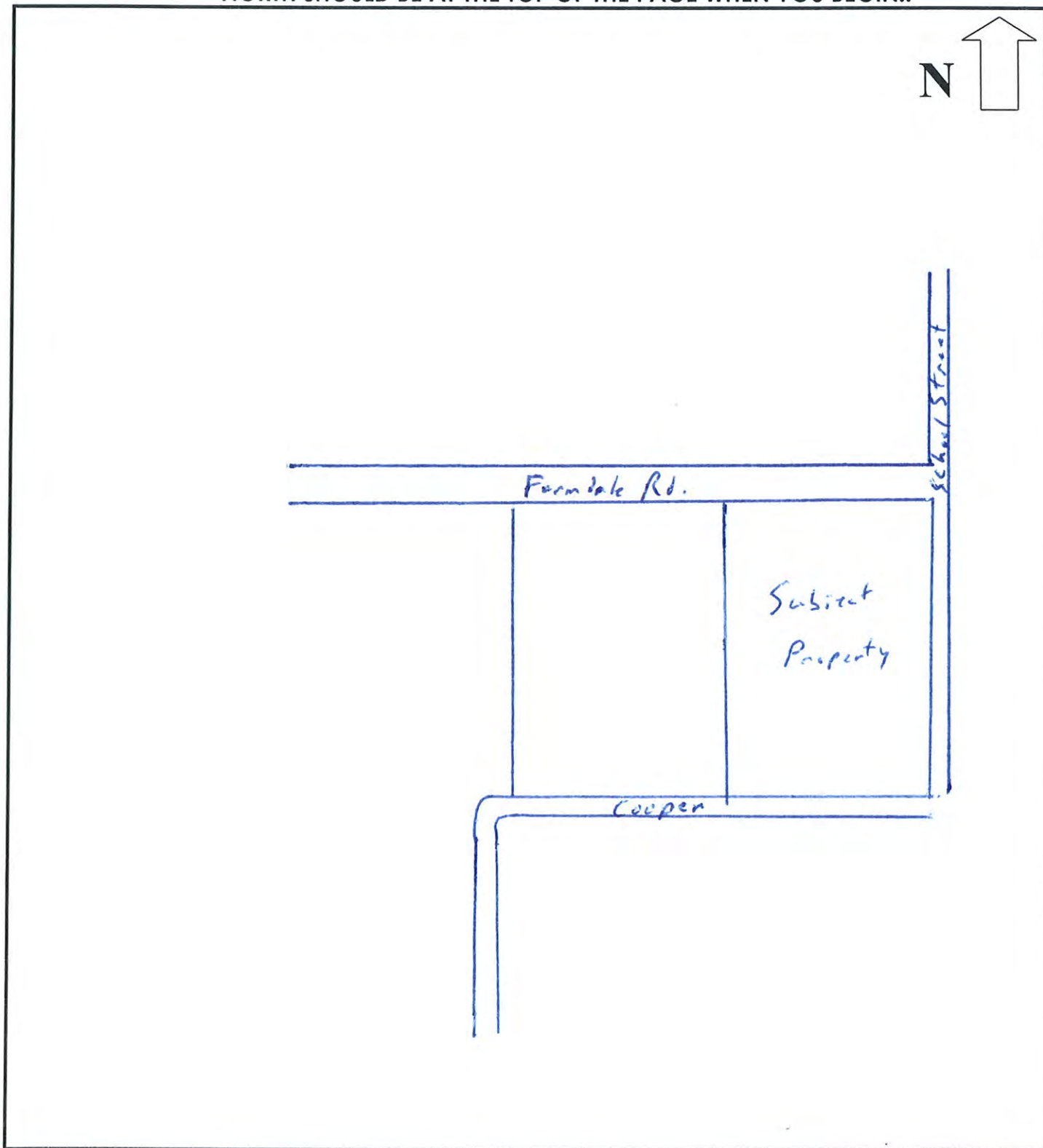






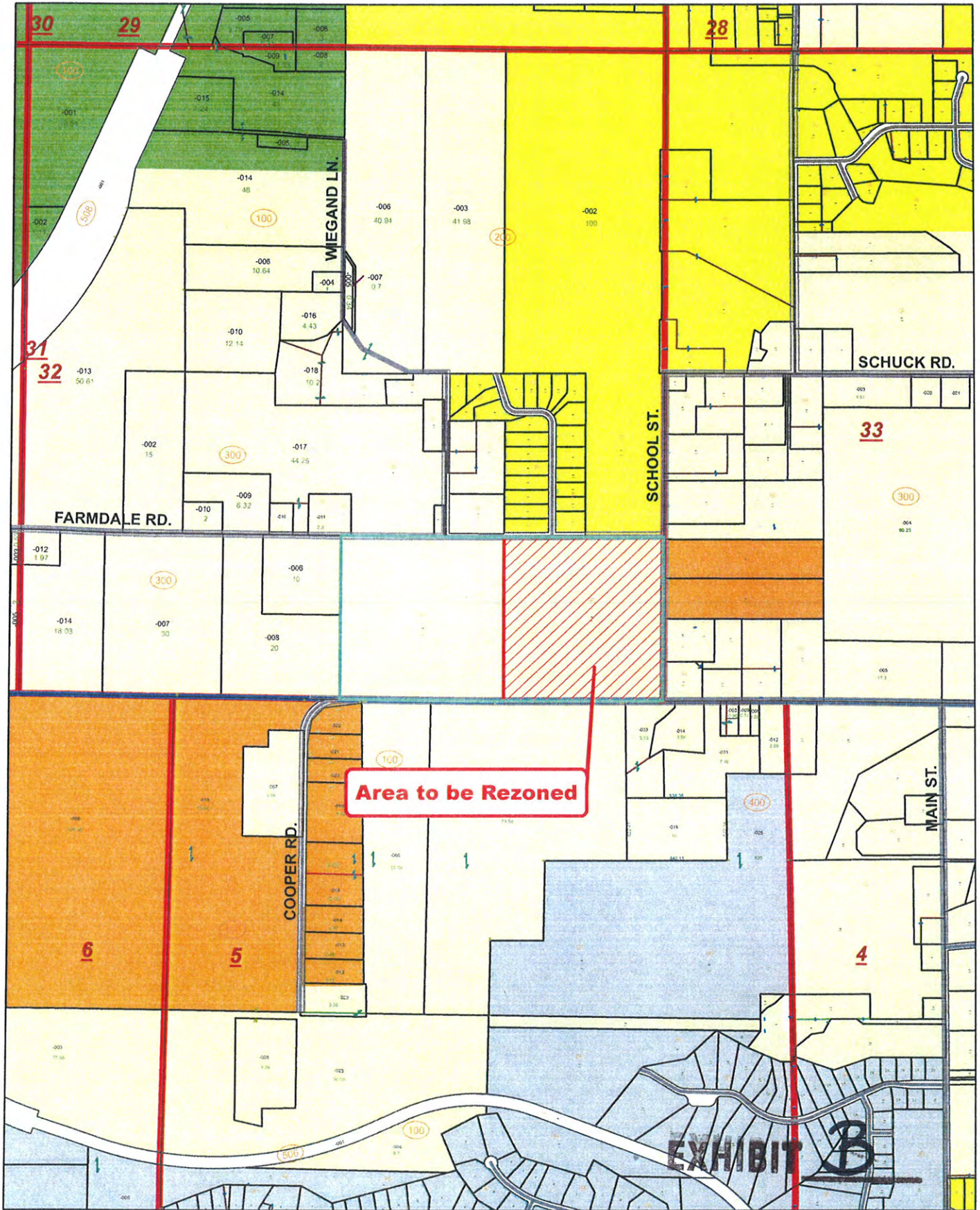
NOTE: FOR PROPER UNDERSTANDING OF YOUR APPLICATION, SHOW PLACEMENT AND LABEL ALL BUILDINGS, BUILDING SIZE, DISTANCE FROM OVERHANG OF BUILDINGS TO FRONT, REAR AND SIDE LOT LINES, LOCATION OF PARKING SPACES, LANDSCAPING, AND OTHER PERTINENT DETAILS. \*REFER TO CHECKLIST\*

NORTH SHOULD BE AT THE TOP OF THE PAGE WHEN YOU BEGIN!!

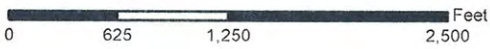


### SITE PLAN

EXHIBIT **A**  
Rezoning Application



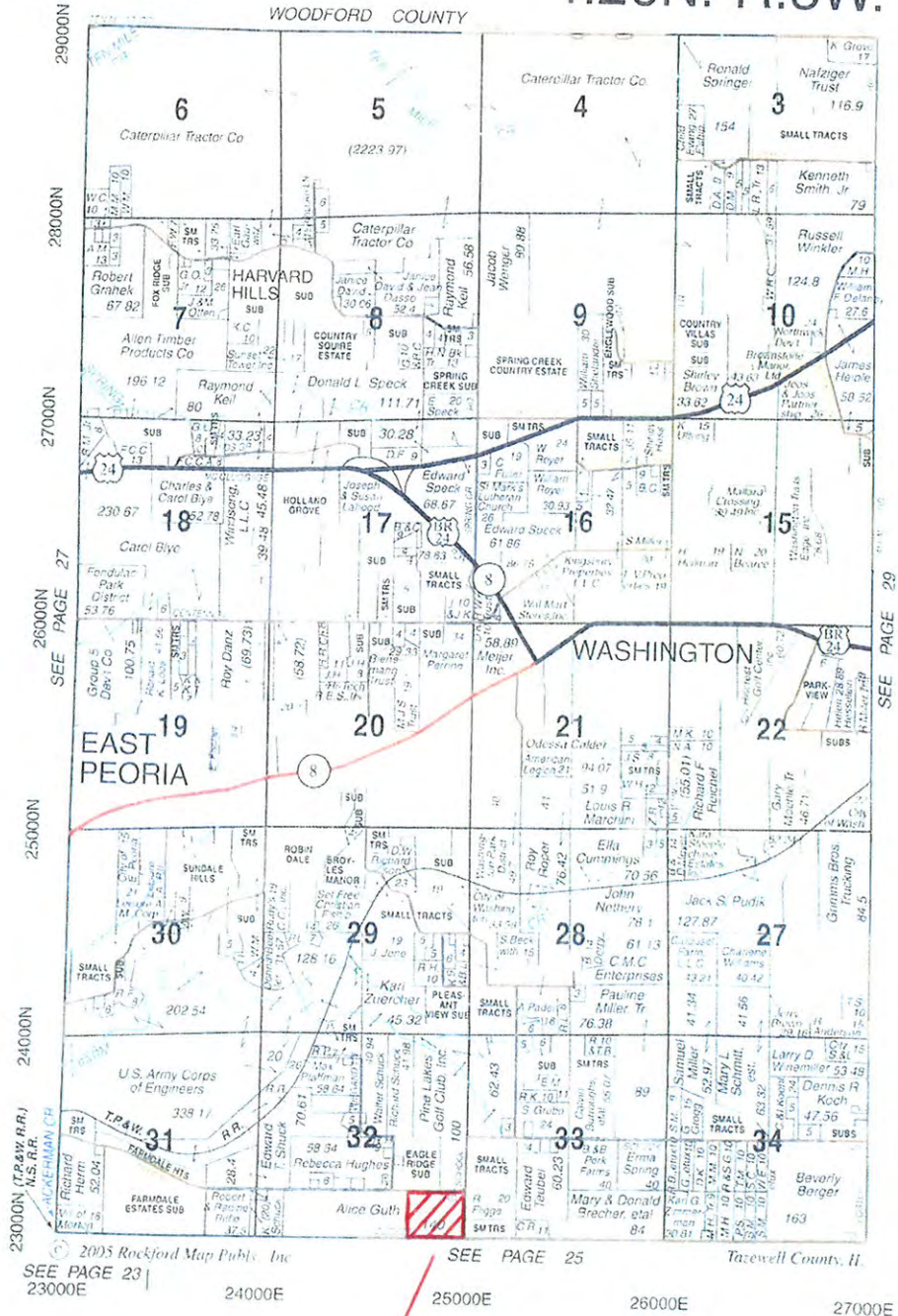
**Area to be Rezoned**



<b>Zoning Districts</b>	A-1	CITY	R-1
///, <all other values>	A-2	CONS	R-2
<b>District</b>	C-1	I-1	R-R
AG Area	C-2	I-2	MULTI-ZONE

WEST PART WASHINGTON

T.26N.-R.3W.



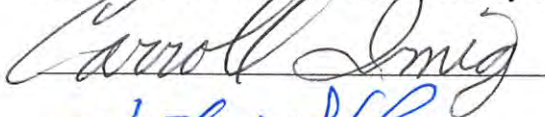
SITE

EXHIBIT D

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:



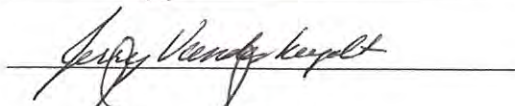
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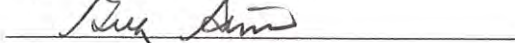
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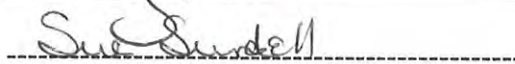
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**RESOLUTION**

WHEREAS, the City of Pekin manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and


WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Fifty-Six Thousand Dollars (\$56,000.00) to the City of Pekin.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

*Carol Smith*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*FA*

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*Sue Sundell*

**RESOLUTION**

WHEREAS, the City of East Peoria manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Forty Thousand Dollars (\$40,000.00) to the City of East Peoria.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

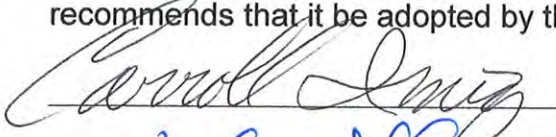
*Christie A Webb*  
\_\_\_\_\_  
Tazewell County Clerk


*[Signature]*  
\_\_\_\_\_  
Tazewell County Board Chairman

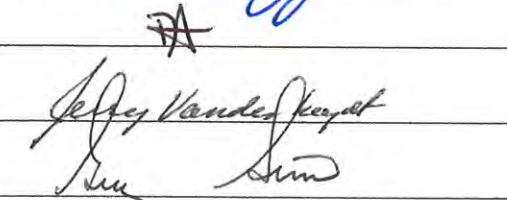
**COMMITTEE REPORT**


Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

  
 \_\_\_\_\_

  
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**RESOLUTION**

WHEREAS, the City of Morton manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and


WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Twenty-Two Thousand, Five hundred Dollars (\$22,500.00) to the City of Morton.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

*Carol Imig* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

**RESOLUTION**

WHEREAS, the Village of Creve Coeur manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Ten Thousand Dollars (\$10,000.00) to the Village of Creve Coeur.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 31st DAY JULY, 2013.

ATTEST:

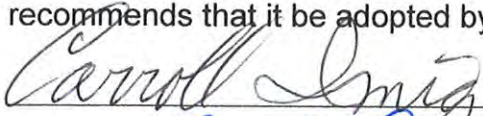

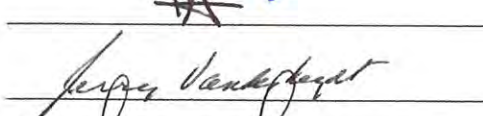
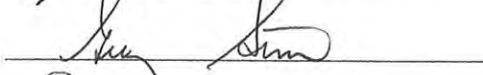
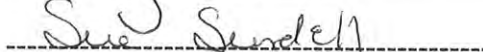
*Christie A. Webb*  
\_\_\_\_\_  
Tazewell County Clerk

*[Signature]*  
\_\_\_\_\_  
Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the City of Washington manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

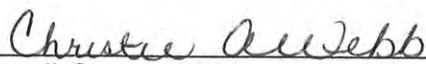
WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Fifteen Thousand, Seven hundred Eighty Dollars (\$15,780.00) to the City of Washington.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

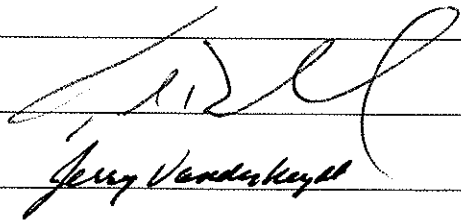
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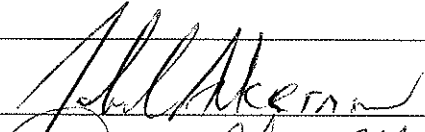



  
Tazewell County Clerk

  
Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
  
  
  
  
\_\_\_\_\_

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to accept the low bid from Crest Precast, Inc. to provide and install storm shelters at Animal Control and the Newlun Center; and


WHEREAS, the project will be at a cost not to exceed \$64,550.00 and funds were allocated in the FY13 Capital Line item; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Building and Grounds Superintendent and the Auditor of this action

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

## AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and **Crest Precast Inc.**; hereinafter referred to as "Contractor", **effective the 1<sup>st</sup> day of August, 2013.**

WHEREAS, previous heretofore quotes were received for the performance and completion of the **Storm Shelter Project #2013-P-03**; and

WHEREAS, the bid of **Sixty Four Thousand Five Hundred and Fifty Dollars (\$64,550)** was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the **Project Manual #2013-P-03**, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

2. The Contractor shall perform all work required by the contract documents as above described for the **Installation of Storm Shelters** as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.

a. Contractor shall provide the Sheriff and Buildings and Grounds Superintendent with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b. Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of **Sixty Four Thousand Five Hundred and Fifty Dollars (\$64,550)**. Prior to payment, contractor shall present an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new

work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.

12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.

Project # 2013 - P - 03  
Storm Shelters  
Tremont Campus

Crest Precast, Inc.  
609 Kistler Dr.  
La Crescent, MN 55947

Crest Precast, Inc. submit our proposal for the Storm Shelters - Project 2013-P-03.  
609 Kistler Dr. \_\_\_\_\_, herein called  
La Crescent, MN 55947 (company name)

"bidder" acknowledges receipt of the following documents, which are incorporated herein by reference and together with this proposal, are herein called contract documents.

- A. Invitation to bid
- B. General instructions to bidders
- C. Bid form
- D. Specifications
- E. Non collusion and certification of eligibility
- F. Agreement for County of Tazewell ( sample )

Crest Precast, Inc.  
609 Kistler Dr.  
La Crescent, MN 55947

**Bid Shelter # 1 - 120 person capacity for Newlun Center:**

\$ 58,300<sup>00</sup>

Written Amount FIFTY EIGHT THOUSAND THREE HUNDRED DOLLAR

**Bid Shelter #2 - 8 person capacity for Animal Control:**

\$ 6,250<sup>00</sup>

Written Amount SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS

**Bid No. 3 - Combined bid for both shelters.**

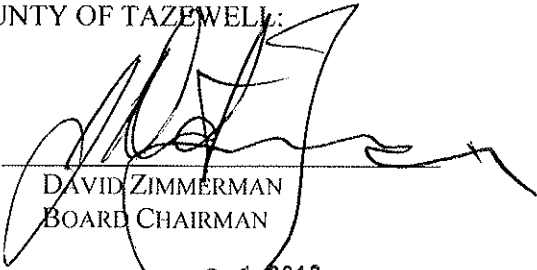
\$ 64,550<sup>00</sup>

Written Amount SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY AND  $\frac{XX}{100}$

20. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:

BY:

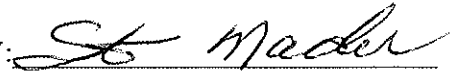
  
\_\_\_\_\_  
DAVID ZIMMERMAN  
BOARD CHAIRMAN

Dated: \_\_\_\_\_

JUL 31 2013

Contractor:

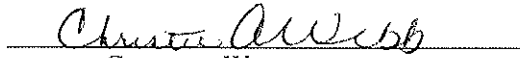
BY:

  
\_\_\_\_\_

Dated: \_\_\_\_\_

8-16-13

ATTEST:

  
\_\_\_\_\_  
CHRISTIE WEBB  
COUNTY CLERK

Dated: \_\_\_\_\_

JUL 31 2013

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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\_\_\_\_\_

*Jerry Vandenberg*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*John A. Adams*

*Wanda M. M... ..*

*Henry Krock*

*Jim ... ..*

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to accept the low bid from Joe Coleman Salvage and Demolition for demolition of the Pekin Times and the Radio Station buildings; and

WHEREAS, the project will be at a cost not to exceed \$208,300.00 and funds were allocated in the FY13 Capital Projects line item; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Building and Grounds Superintendent and the Auditor of this action

PASSED THIS 31<sup>st</sup> DAY OF JULY, 2013.

ATTEST:

*Christie A. Webb*

\_\_\_\_\_

County Clerk

*John A. Adams*

\_\_\_\_\_

County Board Chairman



## AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and **Joe Coleman Salvage and Demolition**; hereinafter referred to as "Contractor", **effective the 1<sup>st</sup> day of August, 2013.**

WHEREAS, previous heretofore quotes were received for the performance and completion of the **Demolition Project #2013-P-05**; and

WHEREAS, the bid of **Two Hundred and Eight Thousand Three Hundred Dollars (\$208,300)** was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the **Project Documents #2013-P-05**, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

2. The Contractor shall perform all work required by the contract documents as above described for the **Demolition Project #2013-P-05** as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.

a. Contractor shall provide the Sheriff and Buildings and Grounds Superintendent with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b. Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of **Two Hundred and Eight Thousand Three Hundred Dollars (\$208,300)**. Prior to payment, contractor shall present an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new

work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.

12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

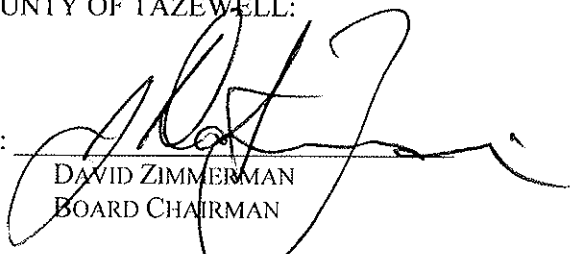
18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.

20. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:

BY:

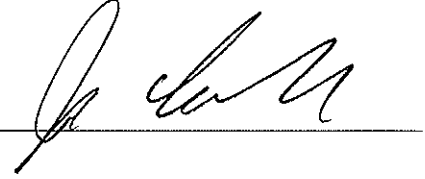
  
DAVID ZIMMERMAN  
BOARD CHAIRMAN

JUL 31 2013

Dated: \_\_\_\_\_

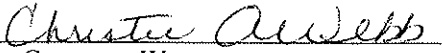
Contractor:

BY:



Dated: AUGUST 10, 2013

ATTEST:

  
CHRISTIE WEBB  
COUNTY CLERK

JUL 31 2013

Dated: \_\_\_\_\_

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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\_\_\_\_\_

*[Handwritten Signature]*

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

*[Handwritten Signature]*

\_\_\_\_\_

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\_\_\_\_\_

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the low bid offered by G & B Mechanical to replace three condensing units and their associated furnaces at the Newlun Center: and

WHEREAS, the project will be at a cost not to exceed \$23,580.00.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Building and Grounds and the Auditor of this action.

PASSED THIS 31st DAY of JULY, 2013

ATTEST:

*[Handwritten Signature]*

\_\_\_\_\_

County Clerk

*[Handwritten Signature]*

\_\_\_\_\_

County Board Chairman

## AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and **G&B Mechanical**; hereinafter referred to as "Contractor", **effective the 1st day of August, 2013.**

WHEREAS, previous heretofore quotes were received for the performance and completion of the **Newlun Center HVAC Replacement**; and

WHEREAS, the bid of **Twenty Three Thousand Five Hundred and Eighty Dollars (\$23,580)** was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the **Quote Document #2013 - 02**, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

2. The Contractor shall perform all work required by the contract documents as above described for the **Newlun Center HVAC Replacement** as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.

a. Contractor shall provide the Sheriff and Buildings and Grounds Superintendent with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b. Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of **Twenty Three Thousand Five Hundred and Eighty Dollars (\$23,580)**. Prior to payment, contractor shall present an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new

work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.

12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

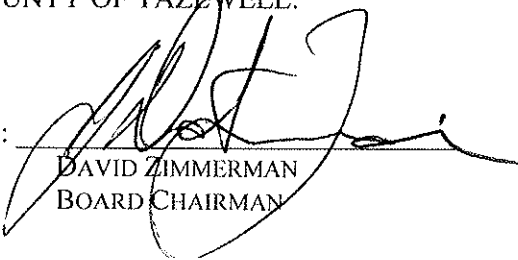
17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

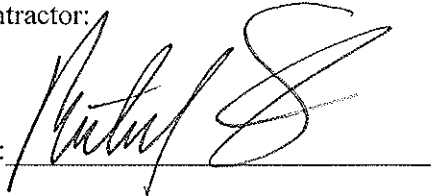
19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.

20. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:

BY:   
DAVID ZIMMERMAN  
BOARD CHAIRMAN

Dated: JUL 31 2013

Contractor:  
BY: 

Dated: 8-6-13

ATTEST:

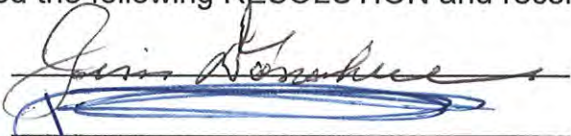
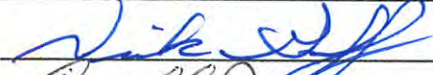
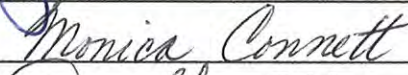

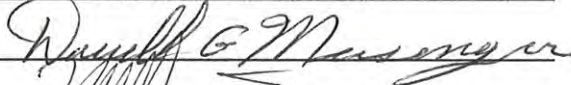

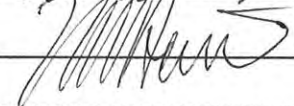
  
CHRISTIE WEBB  
COUNTY CLERK

Dated: JUL 31 2013

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	
_____	_____
	
	
	

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer requests for Court Services:


- Transfer \$4,000.00 from Work Release Line Item (100-230-533-080) to T/PCCC Line Item (100-230-533-220) due to a change in billing method.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Court Services Director and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman



Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for County Board:

- Transfer \$2,800.00 from Legislative Program Line Item (100-913-533-600) to Administrator Expenses Line Item (100-111-533-153) to cover lobbying expenses for Metro County and the Schock Fly-In.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.



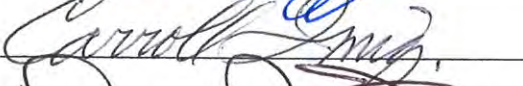

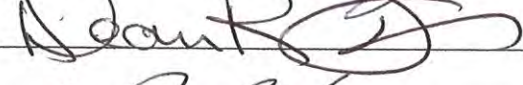
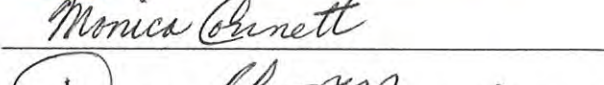

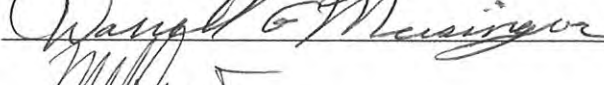
ATTEST:

\_\_\_\_\_  
 County Clerk

\_\_\_\_\_  
 County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for the Auditor:

Transfer \$25,000.00 from Technology Upgrades Line Item (100-913-544-000) to Computer Contract Line Item (100-913-533-010); and

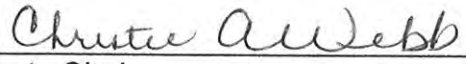
WHEREAS, the transfer of funds is needed to cover the contract cost for FY13 for Manatron Proval Software and is the result of an error in budgeting.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
County Clerk

  
County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer requests the Courts:

- Transfer \$1,000.00 from Attorney Fees Line Item (100-800-533-120) to Juror Food Line Item (100-800-522-040)

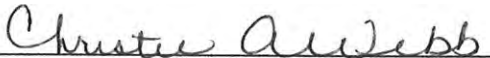
WHEREAS, the transfer of funds is needed due to an increase in jury trials.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Courts Administrator and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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*[Signature]*

\_\_\_\_\_

*Carroll [Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*Monica Connett*

\_\_\_\_\_

*Raymond G. [Signature]*

\_\_\_\_\_

*[Signature]*

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for County Board:

- Transfer \$9,070.00 from Clerk Hire Line Item (100-111-511-048) to Consulting Fee Line Item (100-111-533-150) to cover a booked back expense and an upcoming consulting expense.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

*Christie A. Webb*

\_\_\_\_\_

County Clerk

*[Signature]*

\_\_\_\_\_

County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer requests the Emergency Management Agency:

Transfer \$900.00 from Emergency Call Line Item (100-213-533-360) to Mileage Line Item (100-213-533-300)


WHEREAS, the transfer of funds is needed as the primary location of the Director has changed providing limited access to the shared County vehicle.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the E.M.A. Director and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
County Clerk

  
County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for Community Development and Supervisor of Assessments;

Transfer \$3,000.00 from Maps and Plats Line Item (260-913-522-150) to the GIS Computer Line Item (260-913-544-100); and

WHEREAS, the transfer of funds is needed to allow for the purchase of new equipment for producing large scale GIS Mapping Projects in conjunction with the Supervisor of Assessments Office.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Community Development Administrator, the Supervisor of Assessments and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

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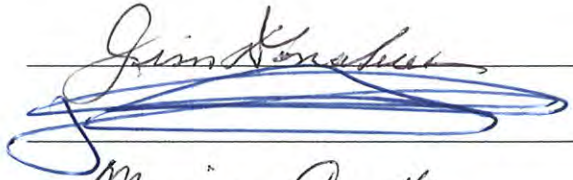

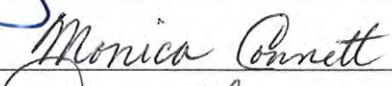
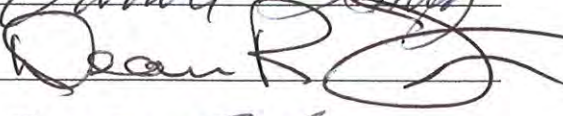
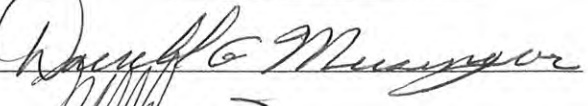

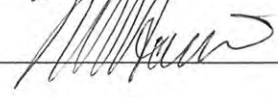
Christie A. Webb  
County Clerk

\_\_\_\_\_

County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to enter into the attached agreement to provide professional consulting services with Bellwether, L.L.C.; and

WHEREAS, the agreement includes a scope of services as outlined in the Agreement for a fee analysis and a cost allocation plan; and

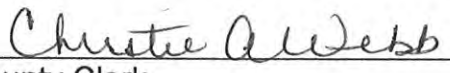
WHEREAS, the cost for these services will be \$46,000.00.

THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Community Development Administrator, the Auditor and Bellwether L.L.C., 3006 Gill Street, Suite E, Bloomington, IL 61704 of this action

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
County Clerk

  
County Board Chairman

## Professional Services Agreement #BW0710A

This Agreement for Professional Services (the "Agreement") is by and between Tazewell County, Illinois, an incorporated body politic in the State of Illinois, with its principle office at Tazewell County Suite 120 – McKenzie Building, Pekin, Illinois 61554 (hereinafter the "Client"), and Bellwether, LLC with its principle office at 3006 Gill Street, Suite E, Bloomington, Illinois 61704 (hereinafter the "Consultant"). WHEREAS, Client finds that the Consultant is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Consultant is qualified to perform the work, all relevant factors considered, and that such performance will be in the furtherance of Client's business.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties here to agree as follows:

- 1.1. SERVICES and FEES** – The Consultant shall provide the following Service(s) (as described in in the Request For Proposal (RFP) response dated June 26, 2013) to Client in exchange for the fee described herein.
  - 1.1.1.** Consultant shall perform a Comprehensive Fee Review of the County Clerk Office and provide a fact based report of potential fee changes for client consideration in exchange for a fee of Four Thousand Five Hundred Dollars (\$4,500.00).
  - 1.1.2.** Consultant shall perform a Comprehensive Fee Review of the County Recorder Office and provide a fact based report of potential fee changes for client consideration in exchange for a fee of Four Thousand Five Hundred Dollars (\$4,500.00).
  - 1.1.3.** Consultant shall perform a Comprehensive Fee Review of the Sheriff Department and provide a fact based report of potential fee changes for client consideration in exchange for a fee of Five Thousand Dollars (\$5,000.00).
  - 1.1.4.** Consultant shall perform a Comprehensive Fee Review of the Animal Control Office and provide a fact based report of potential fee changes for client consideration in exchange for a fee of Three Thousand Five Hundred Dollars (\$3,500.00).
  - 1.1.5.** Consultant shall perform a review of agreed fees of the County Health Department and provide a fact based report of potential fee changes for client consideration in exchange for a fee of Nine Thousand Dollars (\$9,000.00).
  - 1.1.6.** Consultant shall perform a Comprehensive Fee Review of the Community Development / Planning & Zoning Office and provide a fact based report of potential fee changes for client consideration in exchange for a fee of Eight Thousand Dollars (\$8,000.00).
  - 1.1.7.** Consultant shall construct a County Cost Allocation Plan for client consideration in exchange for a fee of Eleven Thousand Five Hundred Dollars (\$11,500.00).
- 2. PAYMENT, INVOICING, AND TERMS**
  - 2.1.** Payment for Services: Consultant will be paid a fee consistent with the services above totaling the sum of Forty Six thousand dollars (\$46,000).
    - 2.1.1.** A payment of Sixteen thousand dollars (\$16,000) shall be made at the time of contract execution.



## Professional Services Agreement #BW0710A

2.1.2. A second payment of ten thousand dollars (\$10,000) shall be paid at invoice on or about September 3, 2013.

2.1.3. A third payment of ten thousand dollars (\$10,000) shall be paid at invoice on or about October 1, 2013.

2.1.4. A final payment of Ten thousand dollars (\$10,000) shall be paid at project completion estimated to be on or about December 9, 2013.

### 3. TERM; TERMINATION

3.1. The initial term of this Agreement is the duration of the project, anticipated to be no more than 20 weeks from time of execution of this agreement.

3.2. Either party may terminate this Agreement at anytime by giving thirty (30) days advance written notice.

3.2.1. Notice shall be deemed given on the date that such notice is placed in the United States mail and addressed to other party at the address provided herein. Termination shall be effective on the 30th day following notice of termination.

3.3. Consultant shall be paid a prorated amount based on the percentage of the estimated project days completed on the 30th day after notification of termination.

### 4. CHANGES

4.1. Client may, with the approval of the Consultant, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Consultant may be directed to change the direction of the work covered by the Agreement or any Change Order, but no change will be allowed unless agreed to by the Consultant in writing.

### 5. STANDARD CARE

5.1. The Consultant warrants that Services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software developed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE CONSULTANT CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

### 6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1. During the term of this agreement there may be disclosed certain trade secrets of Client; said trade secrets consisting of but not necessarily limited to:

6.1.1. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

6.1.2. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

6.2. Consultant does agree that it shall not during, or at any time after the termination of this agreement with Client, disclose or divulge to others including future employees, any trade

## Professional Services Agreement #BW0710A

secrets, confidential information, or any other proprietary data of Client in violation of this agreement.

**6.3.** Upon the termination of this agreement Consultant shall:

**6.3.1.** Return or destroy all Client documents and property of the Client, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies of thereof.

**6.4.** This section, Confidentiality and Non-Disclosure, shall be binding on Consultant including past employees, current employees, future employees, contractors, associates and successors in interest, and shall inure to the benefit of Client, its successors and assigns.

### **7. LIABILITY**

**7.1.** Limitation: The Consultant's liability, including but not limited to Client's claims of contributions and indemnification related to third party claims arising out of services rendered by the Consultant, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the lesser of (i) Five-Thousand dollars (\$5,000) or (ii) payment received by the Consultant from Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the Consultant shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. Client agrees to limit the Consultant's liability to Client and any other third party for any damage on account of any error, omission or negligence to a sum not to exceed the lesser of (i) Five-Thousand dollars (\$5,000) or (ii) the payment received by the Consultant for the particular service provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which the Consultant may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

**7.2.** Remedy: Client's exclusive remedy for any claim arising out of or related to this Agreement will be for the Consultant, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which the Consultant is at fault, or (ii) return to Client the fees paid by Client to the Consultant for the particular service provided that gives rise to the claim, subject to the limitation contained in section 5.1. Client agrees that it will not allege that this remedy fails its essential purpose.

**7.3.** Survival: Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

### **8. MISCELLANEOUS**

**8.1.** Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provisions shall nevertheless remain in full force and effect in all other circumstances.

## Professional Services Agreement #BW0710A

- 8.2. Modification and Waiver:** Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.
- 8.3. Independent Contractor:** The Consultant is an independent contractor of Client.
- 8.4. Notices:** Client shall give the Consultant written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against the Consultant, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Consultant with respect hereto. If Client fails to give such notice to the Consultant with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section. Any Party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.
- 8.5. Assignment:** The Agreement will automatically assign or transfer from Client to Successor as a result of business structure change if the intent of the Client business is substantially the same. This Agreement is not assignable or transferable by Consultant without the written consent of Client, which consent shall not be unreasonably withheld or delayed.
- 8.6. Disputes:** The Consultant and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Consultant and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Consultant and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.
- 8.7. Section Headings:** Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 8.8. Representation; Counterparts:** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed by (original or faxed signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

## Professional Services Agreement #BW0710A

- 8.9. Residuals:** Nothing in the Agreement or elsewhere will prohibit or limit the Consultant's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with the Agreement. The Consultant and Client shall each have the right to use all work product generated under this Agreement.
- 8.10. Nonsolicitation of Employees or Sub Contractors:** During and for one(1) year after the term of this Agreement, Client will not solicit the employment of, or employ the Consultant's personnel or Sub Contractors without the Consultant's prior written consent.
- 8.11. Cooperation:** Client will cooperate with the Consultant in taking actions and executing document, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Consultant's performance is dependent on Client's timely and effective cooperation with the Consultant. Accordingly, Client acknowledges that any delay by Client may result in the Consultant being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Consultant's agreement to meet specific obligation or deadline despite of delay.
- 8.12. Governing Law and Construction:** This Agreement will be governed by and construed in accordance with the laws of Illinois, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and shall not be construed strictly for or against any party.
- 8.13. Entire Agreement; Survival:** This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties regarding the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (oral or written) between Client and the Consultant regarding the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.
- 8.14. Force Majeure:** The Consultant shall not be responsible for delays or failures (including any delay by the Consultant to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts of omissions of subcontractors or third parties.
- 8.15. Use By Third Parties:** Work performed by the Consultant pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Consultant's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and the Consultant.

## Professional Services Agreement #BW0710A

IN WITNESS WHEREOF, The parties hereto have executed this Agreement.

**Tazewell County Illinois**

**CONSULTANT**

By:

Printed: David Zimmerman

Title: County Board Chairman

Date: 08-01-13

By:

Printed: Bruce DeLashmit

Title: President, Bellwether, LLC

Date: 7/10/2013

Notice To:


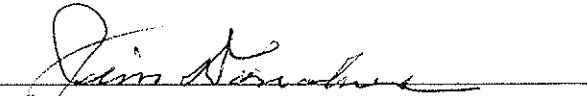

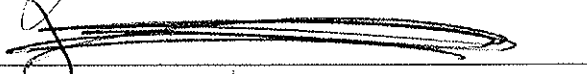
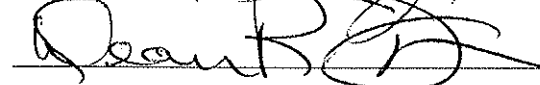


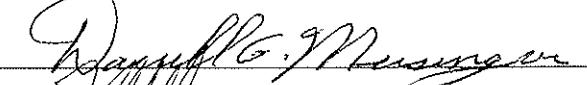
Tazewell County  
11 South 4<sup>th</sup> Street  
Suite 120 – McKenzie Building  
Pekin, Illinois 61554

Notice To:

Bellwether, LLC  
3006 Gill Street, Suite E  
Bloomington, IL 61704

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the attached Sixth Amendment to the Agreement between Tazewell County Employees and Methodist First Choice, Inc.; and

WHEREAS, the amendment allows for Methodist First Choice to update their provider fee schedule from 2009 Medicare to current year.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Methodist First Choice, Health Alliance and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JULY 2013.

ATTEST:

  
County Clerk

  
County Board Chairman

**Sixth Amendment to the Agreement  
between  
Tazewell County Employees and Methodist First Choice, Inc.**

**WHEREAS**, Tazewell County Employees (Payer) has a Preferred Provider Agreement (Agreement) with Methodist First Choice, Inc. (MFC) through November 30, 2013;

**WHEREAS**, the current Agreement includes Methodist First Choice providers and Hospital Based providers with rates based on 2009 RBRVS;

**WHEREAS**, MFC and Payer wish to change the RBRVS reimbursement to be based on current year RBRVS; and

**WHEREAS**, MFC and Payer wish to make this Amendment effective on July 1, 2013.

**NOW THEREFORE**, in consideration of the covenants contained herein, it is mutually agreed by and between the parties as follows:

1. Primary Care Providers will be reimbursed at 130% of current year RBRVS.
2. Specialty Care Providers will be reimbursed at 150% of current year RBRVS.
3. Methodist Medical Group Hospitalists will be reimbursed at 150% of current year RBRVS.
4. Coleman Clinic physicians shall be reimbursed at 150% of current year RBRVS for Primary Care Providers and 175% of current year RBRVS for Specialty Care Providers.

Note: The majority of the Methodist First Choice providers will be based on the above rates, however, there will be some provider reimbursement based on various methods, including a discount off billed charges.

The remaining terms of the Preferred Provider Agreement shall in all other respects remain unchanged.

Authority. Each party signing this Agreement represents that each party has properly authorized such execution. The execution and performance of this Agreement by each party constitutes the valid and enforceable obligation of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment the day and year as written above.

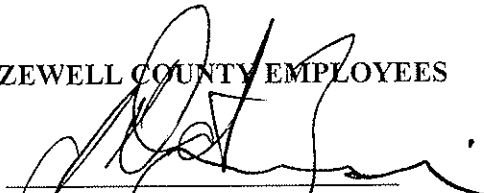
**METHODIST FIRST CHOICE, INC.**

By: 

Print: Robert A. Quin

Title: VP Finance & CFO

**TAZEWELL COUNTY EMPLOYEES**


By: 

Print: David Zimmerman

Title: County Board Chairman

REVIEWED FOR  
LEGAL SUFFICIENCY

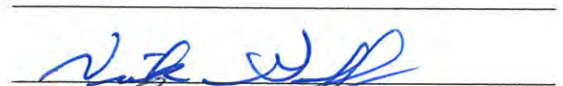

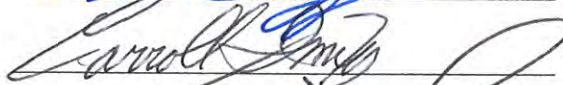
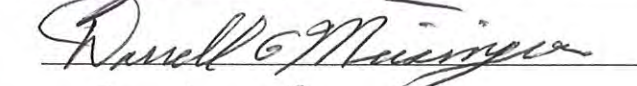

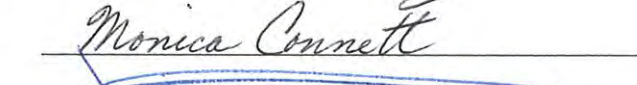
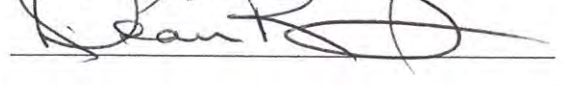

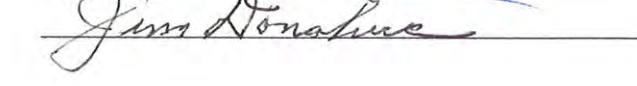
June 12, 2013

  
MHC CORPORATE COMPLIANCE

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for a Civil Process Clerk in the Sheriff's Department; and


WHEREAS, the Civil Process Clerk position is a Grade 11 and has a starting wage range of \$10.270 - \$10.669 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Sheriff be authorized to hire a Civil Process Clerk.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Sheriff and the Payroll Division of this action.

PASSED THIS 31<sup>st</sup> DAY OF JULY, 2013.

ATTEST:









  
County Clerk

  
County Board Chairman



Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for Vital Statistics Clerk in the County Clerk/Recorder office; and

WHEREAS, the Vital Statistics Clerk is a Grade 11 union position with a hiring range of \$10.270 to \$10.669; and

THEREFORE BE IT RESOLVED by the County Board that the County Clerk be authorized to hire a Vital Statistics Clerk.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Clerk and the Payroll Division of this action.

PASSED THIS 31st DAY OF JULY, 2013.

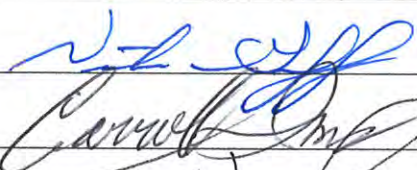
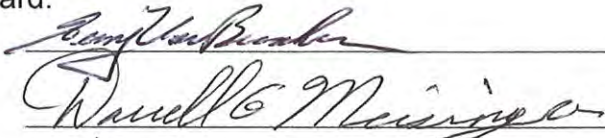
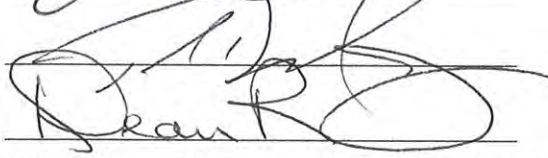
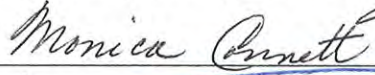
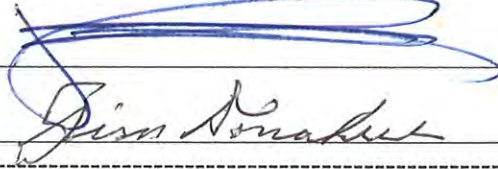
ATTEST:

  
County Clerk

  
County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the Human Resources Committee recognizes that the availability of wellness and preventative health benefits is on the rise in health insurance plans and can be effective with regard to early detection of diseases and chronic illness management; and

WHEREAS, the City of Pekin annually coordinates a Health Fair, during which employees can participate in a variety of preventative health programs and evaluations in which the County has participated in since 2008; and

WHEREAS, the City of Pekin has offered to allow Tazewell County to participate in the Health Fair that is being scheduled for 2013 and dates will be provided as soon as they become available; and

WHEREAS, employees qualifying for and purchasing the employee health benefit who participate in a county sponsored Health Risk Assessment Program will receive a five dollar reduction in their monthly premiums as soon as administratively feasible.


THEREFORE BE IT RESOLVED by the County Board that the Board authorizes participation by County employees and spouses in the Health Fair as an enhancement to the County's benefit package.

BE IT FURTHER RESOLVED that the County's cost of participating in the Health Fair will be covered from the County's Health Internal Service Fund.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Human Resource Department of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
County Clerk

  
County Board Chairman

07/09/2013

Tazewell County Monthly Resolution List - July 2013

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
07-13-001	0613005J	SAL	HAROLD J MITCHELL	20,100.00	0.00	0.00	35.75	5,016.06	15,048.19
07-13-002	0613015J	SAL	RICHARD L FOX	1,234.56	0.00	0.00	35.75	350.00	848.81
07-13-003	0613034J	SAL	KIPLING R SNYDER	3,553.00	0.00	0.00	35.75	879.31	2,637.94
07-13-004	0613038J	SAL	CAROLYN BURLING	1,226.26	0.00	0.00	35.75	350.00	840.51
07-13-005	0613063J	SAL	JACKIE TROTTER	708.25	0.00	0.00	35.75	350.00	322.50
07-13-006	0613073J	SAL	CHARLES R MAAS	1,151.00	0.00	0.00	35.75	350.00	765.25
Totals				\$27,973.07	\$0.00	\$0.00	\$214.50	\$7,295.37	\$20,463.20

*David R. J. [Signature]*  
*David O. Murray [Signature]*  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
*Carol [Signature]*  
*Jim [Signature]* Committee Members  
*[Signature]*  
*[Signature]*

Clerk Fees \$0.00  
 Recorder/Sec of State Fees \$214.50  
 Total to County \$20,677.70



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-27-400-003

As described in certificates(s) : 000047 sold October 2010

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Harold J Mitchell, has bid \$20,100.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$15,048.19 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$20,100.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$15,048.19 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 31 day of July, 13

ATTEST:

Christie A Webb  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-13-001



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-34-307-050

As described in certificate(s) : 000144 sold October 2010

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Richard L Fox, has bid \$1,234.56 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$848.81 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,234.56.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$848.81 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 31 day of July, 13

ATTEST:

Christine A. Webb  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-13-002



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-35-442-001

As described in certificate(s) : 000474 sold October 2010

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Kipling R Snyder, has bid \$3,553.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$2,637.94 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$3,553.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$2,637.94 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 31 day of July, 13

ATTEST:

Christie A Webb  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-13-003



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-10-03-228-012

As described in certificate(s) : 000566 sold October 2010

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Carolyn Burling, has bid \$1,226.26 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$840.51 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,226.26.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$840.51 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 31 day of July, 13

ATTEST:

Christie A. Webb  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-13-004



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER: 10-10-09-204-016

As described in certificate(s) : 000984 sold October 2010

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Jackie Trotter, has bid \$708.25 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$322.50 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$708.25.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$322.50 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 31 day of July, 13

ATTEST:

Christie A Webb  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-13-005





WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

SAND PRAIRIE TOWNSHIP

PERMANENT PARCEL NUMBER: 16-16-26-301-014

As described in certificate(s) : 001160 sold October 2010

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Charles R Maas, has bid \$1,151.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$765.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,151.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$765.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 31 day of July, 13

ATTEST:

Christie A. Webb  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-13-006

Tazewell County July 2013 Resolutions  
Future Taxes for Properties Sold at Auction

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## ROUTE TO TREASURER

Dear Treasurer,

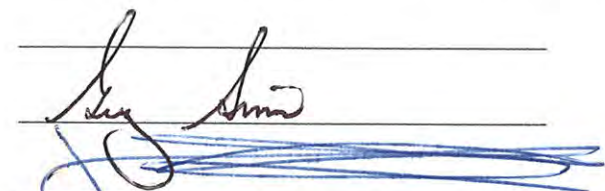
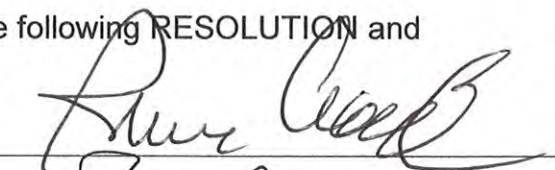
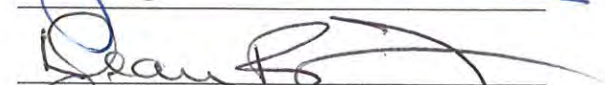

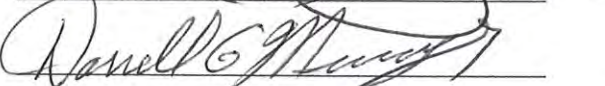
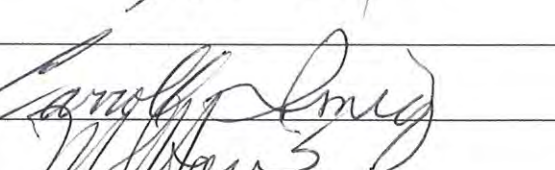
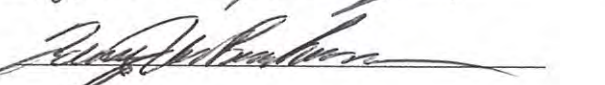
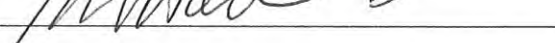
Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
0613005J <i>Parcel(s) Involved: 01-01-27-400-003</i>	06/28/2013	Harold J Mitchell	January 1, 2014 payable 2015
0613015J <i>Parcel(s) Involved: 01-01-34-307-050</i>	06/28/2013	Richard L Fox	January 1, 2014 payable 2015
0613034J <i>Parcel(s) Involved: 04-04-35-442-001</i>	06/28/2013	Kipling R Snyder	January 1, 2014 payable 2015
0613038J <i>Parcel(s) Involved: 04-10-03-228-012</i>	06/28/2013	Carolyn Burling	January 1, 2014 payable 2015
0613063J <i>Parcel(s) Involved: 10-10-09-204-016</i>	06/28/2013	Jackie Trotter	January 1, 2014 payable 2015
0613073J <i>Parcel(s) Involved: 16-16-26-301-014</i>	06/28/2013	Charles R Maas	January 1, 2014 payable 2015

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Resolution Authorizing Execution and Amendment of the Downstate Operating Assistance Grant Agreement for We Care, Inc.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Executive Director of We Care, Inc. and the Auditor of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**5311-DOAP Board Resolution**

Number  E-13-91

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF TAZEWell:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2014, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of *Tazewell County*.

Section 2. That while participating in said operating assistance program the *County of Tazewell* will provide all required local matching funds.

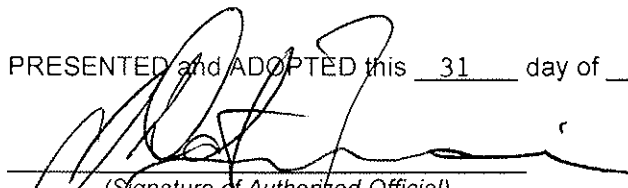
Section 3. That *Tazewell County Board Chairman* of the *County of Tazewell* is hereby authorized and directed to execute and file on behalf of the *County of Tazewell* such application.


Section 4. That the *Tazewell County Board Chairman* of the *County of Tazewell* is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That *Tazewell County Board Chairman* of the *County of Tazewell* is hereby authorized and directed to execute and file on behalf of the *County of Tazewell* a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2014.

Section 6. That *Tazewell County Board Chairman* of the *County of Tazewell* is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2014.

PRESENTED and ADOPTED this  31  day of  July , 20  13

  
\_\_\_\_\_  
(Signature of Authorized Official)  
 County Board Chairman   
(Title)

  
\_\_\_\_\_  
(Attest)  
 August 2, 2013   
(Date)



# Illinois Department of Transportation

Division of Public and Intermodal Transportation  
100 West Randolph Street / Suite 6-600 / Chicago, Illinois / 60601

RECEIVED

OCT 11 2013

TAZEWELL COUNTY  
BOARD OFFICE

October 3, 2013

David Zimmerman  
County Board Chairman  
Tazewell County  
McKenzie Building  
11 S. 4<sup>th</sup> Street / 4<sup>th</sup> Floor  
Pekin, Illinois 61554

RE: FY2014 State Operating Assistance Application

Dear Mr. Zimmerman:

This is to acknowledge that the Division of Public & Intermodal Transportation is in receipt of the Tazewell County's FY2014 Downstate Operating Assistance application.

Pursuant to Section 740/2-11 of the Downstate Public Transportation Act (30 ILCS 740, Article II), the Department has reviewed the information provided in your application and is approving the Program of Proposed Expenditures contained therein.

If our further review reveals any questions in regards to any other part of the application, you will be notified under separate cover and asked to provide additional information.

Please contact Sol Rivas at (312) 793-3663 if you have any questions regarding this matter.

Sincerely,

David T. Spacek  
Deputy Director of Transit

cc: Vickie Grashoff, County Auditor, Tazewell County  
Jim Thompson, Executive Director, WE CARE, Inc.



# Illinois Department of Transportation

Division of Public and Intermodal Transportation  
100 West Randolph Street / Suite 6-600 / Chicago, Illinois / 60601

September 30, 2013

David Zimmerman  
County Board Chairman  
County of Tazewell  
McKenzie Building  
11 S. 4<sup>th</sup> Street / 4<sup>th</sup> Floor  
Pekin, Illinois 61554

RECEIVED  
OCT 10 2013  
TAEZEWELL COUNTY

RE: FY 2014 Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance & Downstate Public Transportation Operating Assistance Grant Agreement  
Grant No. OP-14-40-FED, Contract No. 4430

Dear Mr. Zimmerman:

We have reviewed the County of Tazewell's application for the FY2014 State Downstate Operating Assistance and Federal 5311 Operating Assistance Programs and are pleased to approve the application in the maximum amount of \$676,200.00 for the state eligible portion and \$267,719.00 in federal 5311 funding of your FY2014 operating expenses as submitted in the application.

Enclosed is your agency's fully executed copy of the above referenced grant agreement, executed on September 20, 2013. The agreement provides the amount appropriated for your agency under Public Act 098-0050 for the purpose of identifying the maximum funding available to your agency and to eliminate the need for any amendment in the future, even if your application budget supports a smaller eligible reimbursement amount.

The federal 5311 funds will provide reimbursement for up to 50% of eligible net operating expenses and 80% of eligible administrative expenses, limited to the amount of federal funding provided for in this Agreement. The Downstate Operating Assistance Program funding will fund the least of 65% of FY2014 actual eligible operating expense, DOAP deficit or your agency's DOAP appropriation. Grant payments are subject to all other limitations in the Agreement, therefore all DOAP payment requests must be based on, and be consistent with, either the estimated expense approved in your application budget for Downstate Operating Assistance Program funds, or when available, actual expense reported.

If you have not done so, please forward any first quarter payment requests to your project manager at this time for processing.

September 30, 2013  
David Zimmerman  
Page Two

Should you have any questions regarding this agreement, please direct questions to Ms. Karen Strell at 312-793-5230, or [Karen.Strell@illinois.gov](mailto:Karen.Strell@illinois.gov).

Sincerely,



David T. Spaek  
Deputy Director of Transit  
Division of Public and Intermodal Transportation

CC: Jim Thompson, Executive Director, WE CARE, Inc.

Enclosure

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION  
AND  
TAZEWELL COUNTY

**NON-METRO AREA TRANSPORTATION  
OPERATING, OPERATING CAPITAL AND ADMINISTRATIVE ASSISTANCE  
(49 USC § 5311)  
&  
DOWNSTATE PUBLIC TRANSPORTATION OPERATING ASSISTANCE  
(30 ILCS 740/2-1 et seq.)  
GRANT AGREEMENT**

CONTRACT NO. 4430  
STATE GRANT NO. OP-14-40-FED  
FEDERAL GRANT NO. IL-18-X030  
CFDA NO. 20.509  
FEDERAL PROGRAM: Section 5311

Approved as to Form  
by Chief Counsel's Office  
**REV: 6/7/13**  
**5311-DOAP.doc**



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Exhibit A, entitled " Section 5311/Downstate Operating Assistance Combined Application" (on file at the Department)

Exhibit B, entitled "Approved Project Budget" (on file at the Department)

Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department)

Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department)

Exhibit E, entitled "Section 5333b Special Warranty" (on file at the Department)

Exhibit F, entitled "School Bus Certification"

Exhibit G, entitled "Drug Free Workplace Certification"

This Contract No. 4430 (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and Tazewell County (hereinafter referred to as the "Grantee" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a Non-Urbanized area(s) of downstate Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Department has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project; and

WHEREAS, the Department's application has been approved by FTA; and

WHEREAS, the Grantee represents that it is an eligible recipient and has made application to the Department for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, *et seq.* and 30 ILCS 740/1 *et seq.* (hereinafter referred to as the "Acts"); and

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 *et seq.*, hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act; and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal and State financial assistance (hereinafter referred to as the "Grant") to the Grantee, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

#### ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- C. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- D. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- E. "Government" means both the government of the United States of America and/or the State of Illinois.

- F. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- G. "OMB" means the U.S. Office of Management and Budget.
- H. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- I. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.
- J. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.
- K. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- L. "U.S. DOT" means the United States Department of Transportation.

**ITEM 2 – THE PROJECT**

The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application, program of proposed expenditures ("POPE"), and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee's application and service plan are incorporated into this Agreement and made a part hereof as Exhibit "A".

**ITEM 3 - AMOUNT OF GRANT**

For eligible operating expenses incurred during state fiscal year 2014 (hereinafter referred to as "fiscal year"), the Department shall fund the following:

- A. pursuant to 49 USC 5311, up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget (hereinafter "Federal Funds"). The maximum amount of Federal Funds for the Project under this Agreement is \$267,719. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.
- B. pursuant to 30 ILCS 740/2-3, -7, sixty-five percent (65%) of Grantee's eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2014, (hereinafter "State Funds"), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2014 does not exceed Grantee's actual operating deficit for that year. The estimated amount of State Funds for the Project under this Agreement is \$676,200.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement (Federal and State Funds) is estimated to be \$943,919.

The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The Grantee further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Department does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Department will be made after project close-out and completion of an audit.

#### **ITEM 4 - THE PROJECT BUDGET**

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget (Exhibit B) is on file at the Department. Budget line items may be adjusted by the Grantee with prior notification of the Department. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

#### **ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT**

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, that are not specifically set forth in this Agreement, and that all prior arrangements and understandings, verbal or written, are merged into and contained in this Agreement.

The Parties hereto further agree that the entire Agreement consists of this document, entitled "Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement," together with Exhibit A, entitled, "Section 5311/Downstate Operating Assistance Combined Application" (on file at the Department); Exhibit B, entitled "Approved Project Budget" (on file at the Department); Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs," (on file at the Department); Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department); Exhibit E, entitled "Section 5333b Special Warranty," (on file at the Department); Exhibit F, entitled "School Bus Certification;" Exhibit G, entitled "Drug Free Workplace Certification," all of which are, by this reference, incorporated herein and made a part hereof.

#### **ITEM 6 – REVERSION OF GRANT FUNDS**

- A. Illinois Grant Funds Recovery Act - The Federal Funds in this Grant are subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1. This Agreement is valid through June 30, 2014, and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of this Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., for the Federal Funds, the Grantee agrees to comply with the quarterly reporting requirements set forth by the

Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

The Grantee also agrees to comply with other requirements of the Illinois Grant Funds Recovery Act whereby the Department, the Auditor General or the Attorney General has the authority to inspect and audit any books, records or papers related to the grant, funds, program or project granted hereunder.

Since the State Funds in this Grant are being disbursed by the State Comptroller pursuant to an appropriation made by the General Assembly to a named entity or person, the State Funds are not subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq.

- B. Failure to Appropriate Funds and Failure of Grant Authority - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement, is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project or the Department's lacking the authority to make or continue this Grant.
- C. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of sufficient Federal funds for this Project.

#### ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

- A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.
- B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

- C. Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.
- D. Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- E. No Government Obligations to Third Parties - The Department and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.
- F. Illinois Law - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.
- G. Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Department with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, as defined in Item 12, and is pre-approved in writing by the Department. A mass transit district may appoint its director to be the PCOM.

All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

1. General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:
  - a. Relevant federal and state grant program(s) purpose and funding; and
  - b. State and federal public transportation capital and operating grant requirements.
2. Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Department. In the SCMP, the Grantee shall provide the following:
  - a. A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;
  - b. The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;

- c. For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;
  - d. An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and
  - e. Any additional information requested by the Department.
3. Monitoring - The PCOM shall monitor and analyze the following:
- a. The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
  - b. The utilization, condition, and maintenance of Project Facilities;
  - c. The driver and staff training activities of the Grantee and/or its operator(s), if any;
  - d. All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year;
  - e. Compliance with the requirements of this Agreement;
  - f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
  - g. Any additional items requested by the Department.
4. Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any.
5. Program Reviews - The PCOM shall assist in all of the Department's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Department.
6. Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Department.
7. Public Transportation Account - On forms provided by the Department, the PCOM shall monitor the Public Transportation Account ("PTA"), which is defined in Item 13, by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.
8. Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Department that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Department copies of the quarterly report at the request of the Department. The reports shall contain the following information:



- a. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
- b. A summary and analysis of the activities monitored pursuant to this Item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
- c. A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- d. For the annual report to the Department, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
- e. Any additional information requested by the Department.

## ITEM 8 - REQUISITIONS AND PAYMENTS

- A. Federal and State Funds - The Grantee shall submit requisitions for Federal and State Funds. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to eligibility of any payments made to Grantee only after the Grantee's independent audit has been submitted to the Department and the State has issued its "Review of the Grantee's Independent Audit" report.

In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall notify the Grantee, stating the reasons for such determination.

- B. Federal Funds - The following provisions shall apply to requisitions and payments for Federal Funds:
  1. Requests for Payment of Federal Funds by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Federal Fund payments pursuant to this Agreement, the Grantee must:
    - a. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
    - b. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;
    - c. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;

- d. have submitted all financial, progress reports, and performance data currently required by the Department; and
  - e. have received approval by the Department for all budget amendments required to cover all costs to be incurred through the end of the requisition period.
  - f. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Department within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Department by August 1.
2. Payment of Federal Funds by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the Federal Fund requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum Federal Fund amount of the Grant provided in Item 3. Federal Fund requisitions may not be submitted more frequently than quarterly, unless approved by the Department in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Department.
- C. Payments of State Funds by the Department - The Department shall process up to a total of five State Fund payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Department's prescribed forms. State Fund payments will be processed upon the Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantees shall have the flexibility to request:

- 1. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Department; or
- 2. a reimbursement for actual quarterly expense and revenue incurred; or
- 3. a combination of both.

Advance State Fund payments may not be processed by the Department, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No State Fund payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Department and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust State Fund payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

Grantee agrees that payment shall not constitute a final determination by the Department of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

- D. Eligible Costs - In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes of Federal and State Funds, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Department; meet the criteria set forth in the applicable provisions of the Department's 5310/5311 Grants Management Manual, as revised from time to time; and meet all of the requirements set forth below:
1. be made in conformance with Grantee's final, approved application and the Approved Project Budget and all other provisions of this Agreement;
  2. be necessary in order to accomplish the Project;
  3. be reasonable in amount for the goods or services purchased;
  4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
  5. be incurred within the state fiscal year governed by this Agreement; and
  6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee. Those principles include, but are not limited to, OMB Circulars A-87, A-21, A-122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

1. State Funds - For the State Funds only, in addition to the criteria set forth in the Department's 5310/5311 Grants Management Manual, the following is an eligible cost:
    - i. non-rolling stock-equipment purchases that are less than \$10,000.
- E. Ineligible Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal and state law and their corresponding rules, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department. Notwithstanding any State laws or rules to the contrary, costs that are ineligible by federal law for Federal Funds are also ineligible for State Funds.
- F. Excluded Costs - Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).
2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

- G. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to the "Acts". The Department shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and from funds authorized pursuant to the Acts.

#### **ITEM 9 - CONTINUANCE OF SERVICE**

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Department. Unless otherwise approved by the Department in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

#### **ITEM 10 – REAL PROPERTY, EQUIPMENT AND SUPPLIES**

The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Department in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

- A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project

Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

- B. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 - 19.37 and OMB Circular A-102. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this ITEM. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Department prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Department procedures and this Agreement.

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
  2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.
- D. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

1. Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.
  
2. Fair Market Value - The following requirements apply to the calculation of fair market value:
  - a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.
  
  - b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.
  
- E. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.
  
- F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.
  
- G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
  
- H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:
  1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or

2. Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.
- I. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Department, or (iii) return to the Department an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

#### ITEM 11 - PROCUREMENT

- A. Contracts – Unless directed otherwise by the Department in writing, the Grantee must provide the Department notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Failure to notify the Department may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the requirements of FTA 4220.1E "Third Party Contracting Requirements" November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).
- C. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.
- D. Award to Responsive and Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:
  1. The third party contractor's integrity;
  2. The third party contractor's compliance with public policy;
  3. The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
  4. The third party contractor's financial and technical resources.
- D. Force Account - FTA and the Department reserve the right to refuse or limit their participation in force account costs.

- E. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.
- F. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- G. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.
- H. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- I. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.
- J. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- K. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.
- L. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- M. Steel Products - The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.
- N. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives.
- O. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Department may issue from time to time. For the purposes of



carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department's Operating Capital guidelines as follows:

1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.
2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Department before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Department specified procurement procedures .
3. Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement.

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

- P. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Department (and provide supporting documentation satisfactory to the Department) at the time obligations are made and prior to payment to a vendor or contractor.

## ITEM 12 - ETHICS

### A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - a. The employee, officer, board member, or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or
  - d. An organization that employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that the Grantee's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board

members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.
- B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
  - C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
  - D. False or Fraudulent Statements or Claims - The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*; and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
  - E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
  - F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C).
  - G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
  - H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

## ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

- A. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a "Public Transportation Account" or a "PTA") in conformity with requirements established by the Department. The account(s) shall be in a federally insured bank or trust company.
- B. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Department pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as "Project Funds"). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Department.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the Department in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Department.

Project Funds may only be used for the following expenses:

1. Eligible costs; and
  2. Operating or capital expenditures directly related to the Project, pursuant to Department procedures.
- C. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
- D. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- E. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by

the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- F. Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.

1. Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, §§ 651.403, 653.410. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, §§ 651.403, 653.410; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Department. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Department, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.
- G. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.
- H. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- I. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for

compliance with federal regulations or to assure proper Project management as determined by the Government.

#### ITEM 14 – RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when the Grantee is, or has been in violation of the terms of this Agreement or any other grant between the Grantee and the Department, (ii) for just cause as deemed by the Department, or (iii) when the Department determines, in its sole discretion, that the purpose of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Department may elect, by written notice to the Grantee, to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

- A. There is any misrepresentation of a material nature in the Grantee's Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;
- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;
- D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;
- E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. The Grantee is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress, which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;
- H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;
- I. The Department determines that the purpose of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The state Legislature fails to make sufficient appropriations for this Grant.

The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

#### ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon the Department's receipt of the Grantee's independent audit report of the Project, the Department shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Department, the Department shall determine the eligibility of costs incurred, and shall make a final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the Department-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Department-approved independent audit, to the Grantee, or when an appropriate refund of Government Grant funds, as determined by the Department-approved independent audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

#### ITEM 16 - GRANTEE'S WARRANTIES

The Grantee represents that it has lawfully entered into this Agreement. Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. The Grantee further agrees to initiate and consummate any and all actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation, which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder, and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that prior to Department execution of this Agreement, the Grantee will provide to the Department:

- A. An opinion of counsel, from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating the following:
  1. The Grantee is lawfully organized;
  2. the Grantee is an "eligible participant" in the Project;
  3. the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws, and internal procedures in entering into this Agreement;
  4. the Grantee is legally authorized to enter into this Agreement;
  5. there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement; and
  6. this Agreement will be legally binding upon the Grantee;
- B. An executed copy of the most current FTA Certifications and Assurances, which is incorporated herein by reference as Exhibit C (on file at the Department); and

- C. A certified copy of the resolution or ordinance of the Grantee's governing board that authorizes execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions. Such certified copy is incorporated herein by reference as Exhibit D (on file at the Department).
- D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

#### **ITEM 17 - CONTRACTS OF THE GRANTEE**

The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department except where expressly provided otherwise in Department guidelines, or where specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract be subject to the terms and conditions of this Agreement.

#### **ITEM 18 - THIRD PARTY CONTRACT CHANGES**

After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department.

#### **ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION**

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

#### **ITEM 20 - INDEMNIFICATION AND INSURANCE**

The Grantee agrees to hold harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims arising out of or in connection with the Project and shall defend any such suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officials, employees and/or agents in connection therewith. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

The Grantee agrees that it will maintain or cause to be maintained, at its own cost and expense, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the Project, and the Grantee shall at all times during

the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate.

#### ITEM 21 - NON-WAIVER

The Grantee agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the Grantee of any terms of this Agreement or any default on the part of the Grantee which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

#### ITEM 22 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee or any of its employees, agents, contractors, or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning workers compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

#### ITEM 23 - LABOR LAW COMPLIANCE

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.
- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended



by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

- C. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- D. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.
- E. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.
- F. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

#### ITEM 24 - CIVIL RIGHTS

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21; and FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.
- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:
  - 1. General Requirements -- The Grantee agrees as follows:
    - a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

- b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
2. Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
3. Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
5. Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005
- C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- E. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the Department encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently Grantees receiving planning, capital, and/or operating assistance who will have contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a federal fiscal year, see 49 CFR Part 26.21) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.
2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
  - a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S.DOT-assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
  - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee). "

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*; and the following regulations and any amendments thereto:
  - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
  - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
  - c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
  - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
  - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
  - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
  - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
  - i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
  - j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;
3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse – To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.*, and any amendments thereto.
- H. Seat Belt Use – The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

The Grantee also agrees to include the requirements of this ITEM in each applicable contract or subcontract financed in whole or in part with federal assistance.

#### ITEM 25 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform to the purposes, terms, and requirements of applicable law.

#### ITEM 26 - INTELLECTUAL PROPERTY

##### A. Patent Rights

1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in

the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

B. Rights in Data and Copyrights

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
  - b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
    - (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
    - (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.
  5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.
  6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.
  7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
  8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.
- C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

#### ITEM 27 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

- A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.
- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or

school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

#### ITEM 28 – LABOR PROVISIONS

- A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:
1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
  2. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.
- B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.
- C. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.
- D. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

#### ITEM 29 – SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 *et seq.*, and U.S. DOT Drug-Free Workplace Act of 1988, , 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).



If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

### ITEM 30 – ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.
- B. Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
  1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
  2. In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air

Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
- C. Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
  - D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350..
  - E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
  - F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.
  - G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.
  - H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
  - I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.
  - J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
  - K. Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or

modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

- L. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.
- N. Clean Fuels – To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.
- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.
- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

#### **ITEM 31 - PRIVACY**

Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

#### **ITEM 32 – PROTECTION OF SENSITIVE SECURITY INFORMATION**

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

#### **ITEM 33 – DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION**

The Grantee shall immediately notify the Department of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Department before naming the Government as a party to litigation for any reason in any forum.

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it

regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

#### **ITEM 34 - ASSIGNMENT**

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld. Grantee further agrees that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

The Grantee also agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

#### **ITEM 35 - AMENDMENT**

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, and executed by both parties.

#### **ITEM 36 - TITLES**

The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

#### **ITEM 37 - ETHANOL GASOLINE**

Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

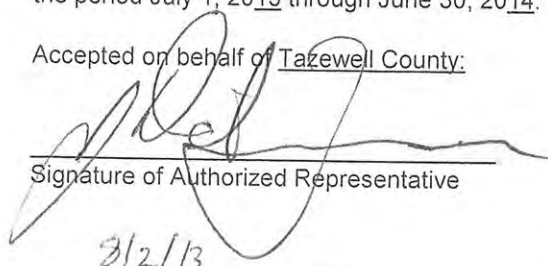
#### **ITEM 38 – TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that 376002170 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2013 through June 30, 2014.

Accepted on behalf of Tazewell County:


  
\_\_\_\_\_  
Signature of Authorized Representative

J David Zimmerman  
\_\_\_\_\_  
Type or Print Name of Authorized Representative


3/2/13  
\_\_\_\_\_  
Date

County Board Chairman  
\_\_\_\_\_  
Type or Print Title of Authorized Representative

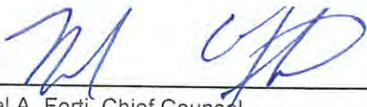
Accepted on behalf of the State of Illinois, Department of Transportation:

  
\_\_\_\_\_  
Joseph E. Shacter, Director, Division of Public and Intermodal Transportation

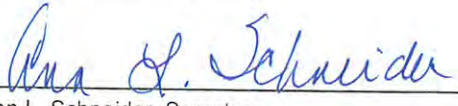
8/28/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tony Small, Acting Director Office of Finance & Administration

9/17/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael A. Forti, Chief Counsel  
(Approved as to form)

9/6/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ann L. Schneider, Secretary

9/20/13  
\_\_\_\_\_  
Date

EXHIBIT F

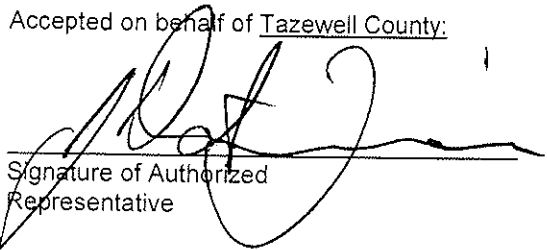
CERTIFICATION BY GRANTEE NOT TO ENGAGE  
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b) ), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Tazewell County:

  
\_\_\_\_\_  
Signature of Authorized  
Representative

County Board Chairman

Title

8/2/13

Date

EXHIBIT G

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

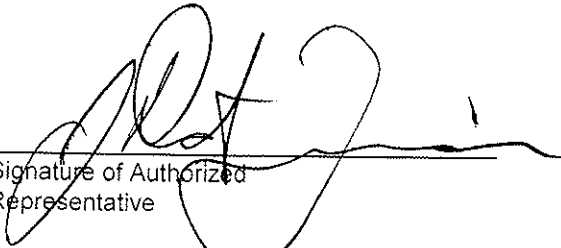
Grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantee's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Tazewell County:

  
\_\_\_\_\_  
Signature of Authorized  
Representative

County Board Chairman  
Title

8/2/13  
Date



**5311-DOAP Board Resolution**

Number E-13-91 \_\_

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF TAZEWell:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2014, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of *Tazewell County*.

Section 2. That while participating in said operating assistance program the *County of Tazewell* will provide all required local matching funds.


Section 3. That *Tazewell County Board Chairman* of the *County of Tazewell* is hereby authorized and directed to execute and file on behalf of the *County of Tazewell* such application.

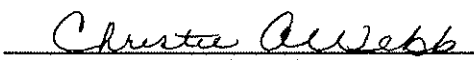
Section 4. That the *Tazewell County Board Chairman* of the *County of Tazewell* is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That *Tazewell County Board Chairman* of the *County of Tazewell* is hereby authorized and directed to execute and file on behalf of the *County of Tazewell* a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2014.

Section 6. That *Tazewell County Board Chairman* of the *County of Tazewell* is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2014.

PRESENTED and ADOPTED this 31st day of July, 2013

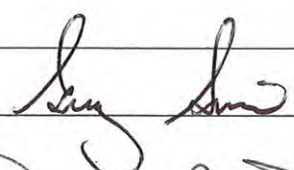
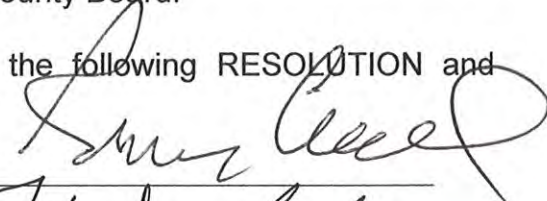
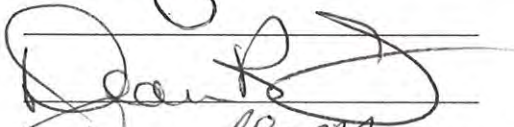
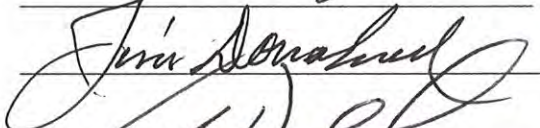
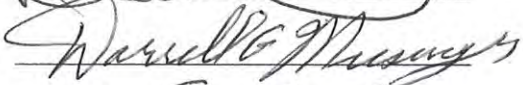

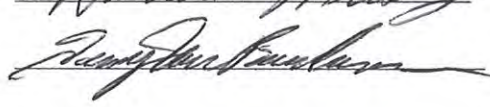
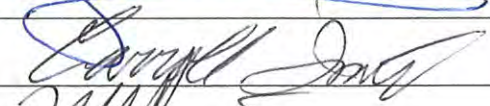
  
\_\_\_\_\_  
(Signature of Authorized Official)  
County Board Chairman  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Attest)  
August 2, 2013  
\_\_\_\_\_  
(Date)

Committee Report

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

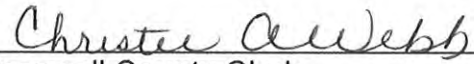
WHEREAS, John J. Anderson has tendered a letter of resignation to the County Board Chairman resigning from the position of County Engineer effective December 31, 2013; and

WHEREAS, the Executive Committee recommends that the County Board approve the acceptance of the resignation of John J. Anderson from the position of County Engineer.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation and the resignation of John J. Anderson is hereby accepted;

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

Motion by member Palmer, Second by member Imig to approve Appointments/Reappointments. Motion carried by Voice Vote.

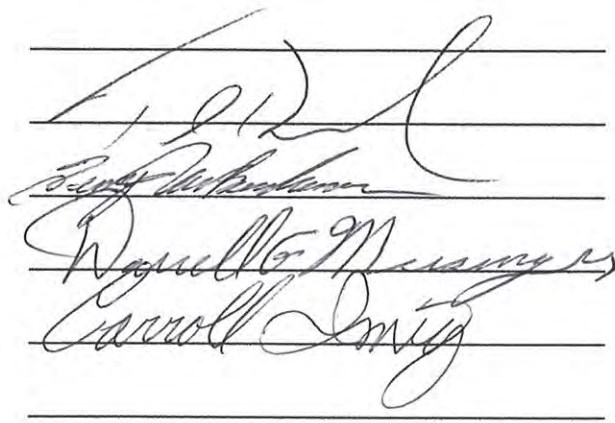
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Thomas L. Bessler, who resides at 413 Peach Street, Washington, IL 61571, to the Northern Tazewell Public Water District for a term commencing August 01, 2013 and expiring April 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Thomas L. Bessler to the Northern Tazewell Public Water District and we recommend said appointment be approved.

  
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\_\_\_\_\_

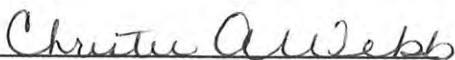
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Thomas L. Bessler to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Michael J. Tibbs of Miller, Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

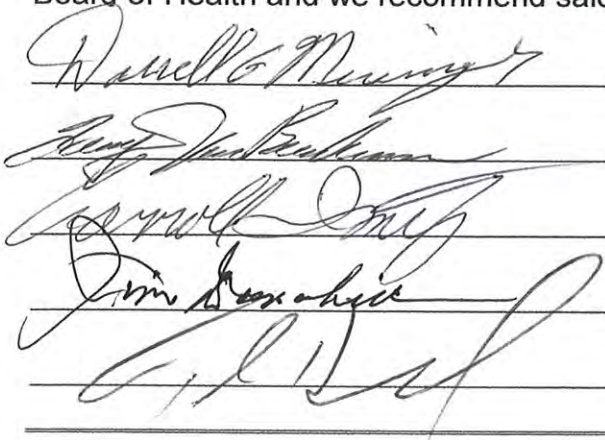
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Christina Nulty, M.D., who resides at 1116 Dieble Road, Washington, IL to the Tazewell County Board of Health for a term commencing July 01, 2013 and expiring June 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Christina Nulty to the Tazewell County Board of Health and we recommend said appointment be approved.

 Five handwritten signatures in black ink, each on a horizontal line.

 Five handwritten signatures in blue ink, each on a horizontal line.


**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Christina Nulty to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Health Department Administrator of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

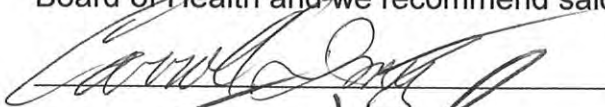
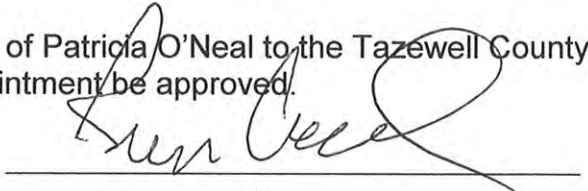

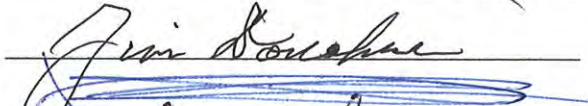

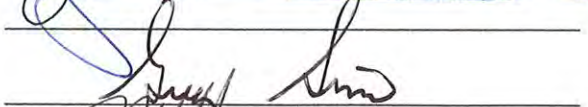
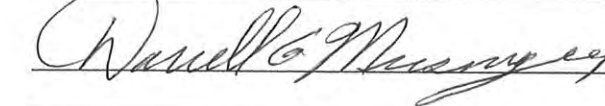
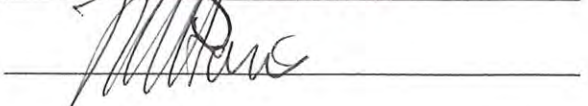
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Patricia O'Neal, who resides at 203 Appellate Court, East Peoria, IL to the Tazewell County Board of Health for a term commencing July 01, 2013 and expiring June 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Patricia O'Neal to the Tazewell County Board of Health and we recommend said appointment be approved.

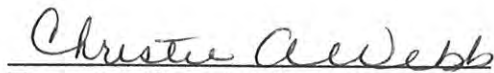
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Patricia O'Neal to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Health Department Administrator of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Don Volk, Chief of the Washington Police Department, 115 W. Jefferson, Washington, IL to the Emergency Telephone Systems Board for a term commencing July 01, 2013 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Don Volk to the Emergency Telephone Systems Board and we recommend said appointment be approved.


**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Don Volk to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify P.P.D. Chief Greg Nelson, 111 S. Capitol Street, Pekin, IL 61554 of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

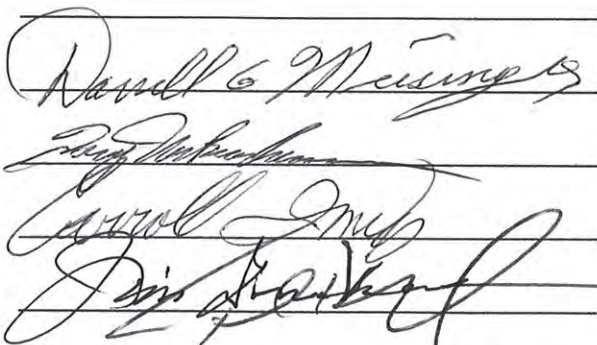
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

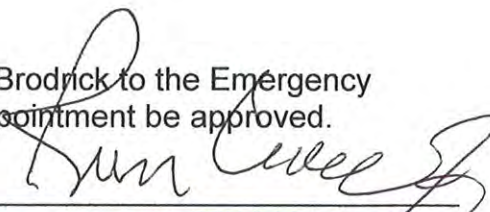
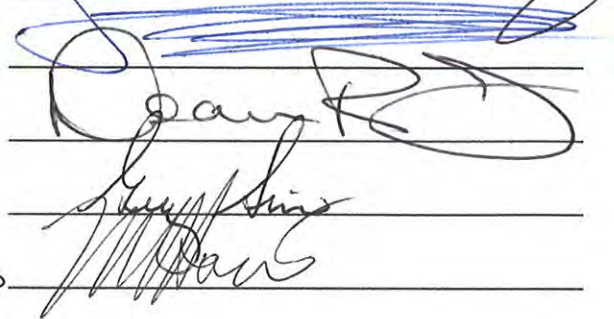
Rich Brodrick, of the East Peoria Police Department, 201 W. Washington, East Peoria, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2012 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Rich Brodrick to the Emergency Telephone Systems Board and we recommend said appointment be approved.

  
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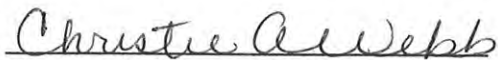
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Rich Brodrick to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify P.P.D. Chief Greg Nelson, 111 S. Capitol Street, Pekin, IL 61554 of this action.

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman



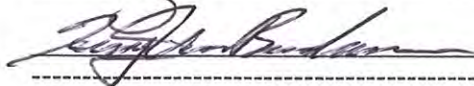
Motion by member Neuhauser, Second by member Ackerman to approve Resolutions 2-5. Motion carried by Voice Vote.

Abstain #4 by member Redlinshafer.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

**WHEREAS**, the Transportation Committee received bids; and

**WHEREAS**, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid, and

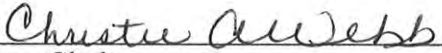
Section 12-00007-01-DR (Erosion Repair/Drainage Improvement on Armington Rd.- C.H. 8): To Illinois Civil Contractors, Inc., in the amount of \$86,303.80, to be paid from County Bridge Funds, and

**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, Illinois Department of Transportation, and the County Engineer of Highways of this action.

ADOPTED this 31st day of July, 2013

ATTEST:



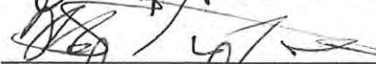

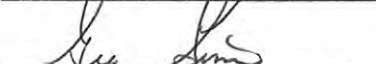
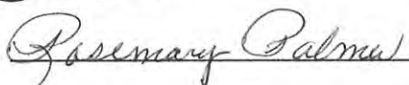
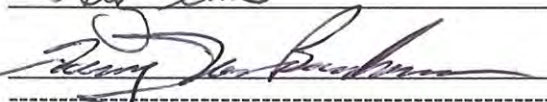

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

**WHEREAS**, the Transportation Committee received bids; and

**WHEREAS**, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

Section 13-00087-00-RS (4.302 Miles of GSB-88 Asphalt Sealer/Rejuvenator): To American Road Maintenance, in the amount of \$65,598.34, to be paid from County Matching Tax Funds.

**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, Illinois Department of Transportation, and the County Engineer of Highways of this action.

ADOPTED this 31st day of July, 2013

ATTEST:

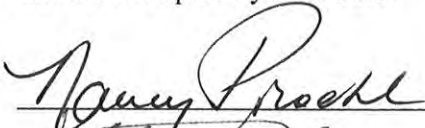


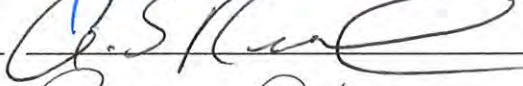

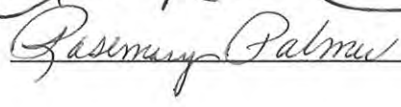
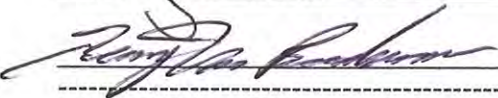
  
County Clerk

  
County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

**WHEREAS**, the Transportation Committee received bids; and

**WHEREAS**, subject to the approval of the County Board, accepted the following low bid:

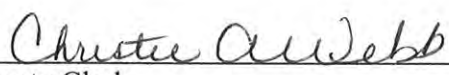
Groveland Road District, Section 13-08000-00-GM (3.17 Miles Bit Surf Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$91,920.33, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED this 31<sup>st</sup> Day of July, 2013

ATTEST:

  
County Clerk

  
County Board Chairman

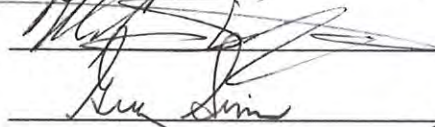
COMMITTEE REPORT

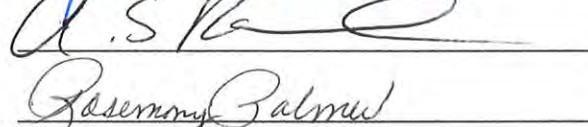
Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.


  
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RESOLUTION

**WHEREAS**, the Transportation Committee received bids; and

**WHEREAS**, subject to the approval of the County Board, accepted the following low bid:

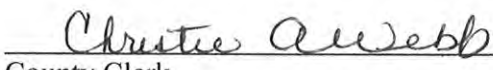
Malone Road District, Section 13-13000-00-GM (5.333 Miles of Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$61,144.69, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED this 31<sup>st</sup> Day of July, 2013

ATTEST:

  
County Clerk


  
County Board Chairman

Motion by member Hillegonds, Second by member Stanford to approve Resolutions 6-8. Motion carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Member of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

**WHEREAS**, the Illinois department of Transportation Audit Report Number 72 covering the receipt and disbursement of County Motor Fuel Tax Funds by Tazewell County for the period beginning January 1, 2005 and ending December 31, 2011 has been received; and

**WHEREAS**, this report should be presented to the County Board at its first regular meeting after receipt; and

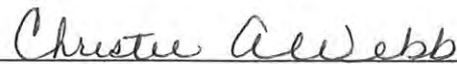
**WHEREAS**, the Transportation Committee of the Tazewell County Board is presenting this report to the County Board asking that it be filed as a permanent record in the office of the Tazewell County Clerk.

**THEREFORE BE IT RESOLVED** that the Tazewell County Board hereby acknowledges receipt of Audit Report Number 72.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

PASSED THIS 31<sup>st</sup> DAY OF JULY, 2013

ATTEST:

  
County Clerk

  
County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Member of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

**WHEREAS**, the Illinois department of Transportation Audit Report Number 53 covering the receipt and disbursement of Township Motor Fuel Tax Funds by Tazewell County for the period beginning January 1, 2005 and ending December 31, 2011 has been received; and

**WHEREAS**, this report should be presented to the County Board at its first regular meeting after receipt; and

**WHEREAS**, the Transportation Committee of the Tazewell County Board is presenting this report to the County Board asking that it be filed as a permanent record in the office of the Tazewell County Clerk.

**THEREFORE BE IT RESOLVED**, that the Tazewell County Board hereby acknowledges receipt of Audit Report Number 53.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED this 31st day of July, 2013

ATTEST:

  
County Clerk




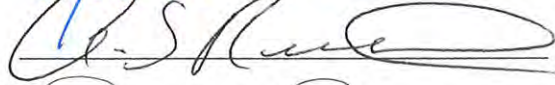
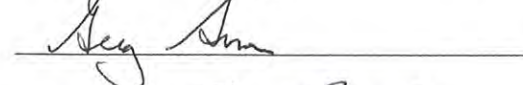



  
County Board Chairman



COMMITTEE REPORT

Mr. Chairman and Member of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

**WHEREAS**, the Illinois department of Transportation Audit Report Number 9 covering the receipt and disbursement of Township Bridge Program Funds by Tazewell County for the period beginning January 1, 2005 and ending December 31, 2011 has been received; and

**WHEREAS**, this report should be presented to the County Board at its first regular meeting after receipt; and


**WHEREAS**, the Transportation Committee of the Tazewell County Board is presenting this report to the County Board asking that it be filed as a permanent record in the office of the Tazewell County Clerk.

**THEREFORE BE IT RESOLVED** that the Tazewell County Board hereby acknowledges receipt of Audit Report Number 9.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

PASSED THIS 31<sup>st</sup> DAY OF JULY, 2013

ATTEST:

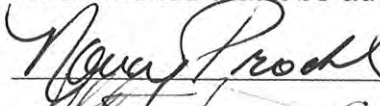
  
County Clerk

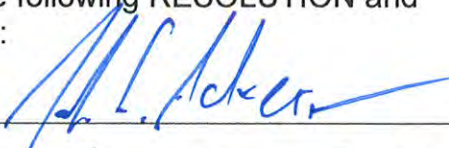
  
County Board Chairman

Motion by member D. Grimm, Second by member Imig to approve Resolution 17. Motion carried by Voice Vote.

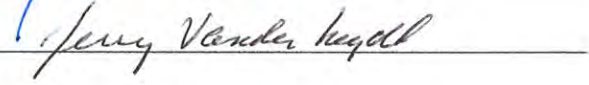
Mr. Chairman and Members of the Tazewell County Board:

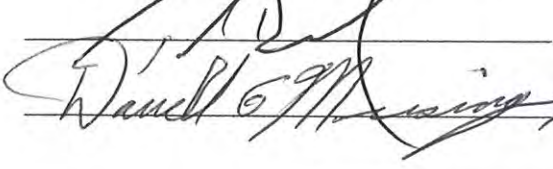
Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
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\_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to accept the low bid from C&G Concrete Construction Co., Inc.. for the installation of the concrete base required for the storm shelter at the Newlun Center; and

WHEREAS, this project will also include the installation of some sidewalks; and


WHEREAS, the project will be at a cost not to exceed \$29,000 and funds were allocated in the FY13 Capital Line item; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Building and Grounds Superintendent and the Auditor of this action

PASSED THIS 31st DAY OF JULY, 2013.

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

## AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and **C&G Concrete Construction Co. Inc.**; hereinafter referred to as "Contractor", **effective the 1st day of August, 2013.**

WHEREAS, previous heretofore quotes were received for the performance and completion of the **Installation of Storm Shelter Base – Quote #2013-04**; and

WHEREAS, the bid of **not to exceed Twenty Nine Thousand Dollars (\$29,000)** was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the **Quote Document #2013-04**, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

2. The Contractor shall perform all work required by the contract documents as above described for the **Installation of a Storm Shelter Base** as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.

a. Contractor shall provide the Sheriff and Buildings and Grounds Superintendent with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b. Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum **not to exceed Twenty Nine Thousand Dollars (\$29,000)**. Prior to payment, contractor shall present an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new

work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.

12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

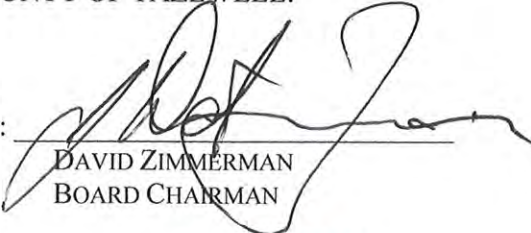
17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.

20. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:

BY:   
DAVID ZIMMERMAN  
BOARD CHARMAN

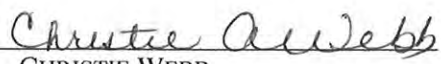
Dated: JUL 31 2013

Contractor:

BY: 

Dated: 8-6-13

ATTEST:

  
CHRISTIE WEBB  
COUNTY CLERK

Dated: JUL 31 2013

Motion by member Hillegonds, Second by member Palmer to approve Resolution 33. Motion carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

The image shows a document with horizontal lines. On the left side, there are four handwritten signatures in cursive. On the right side, there are two handwritten signatures, one of which is a large, stylized signature that spans across several lines.

**RESOLUTION**

Whereas, the Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

Whereas, the State's Attorney and the County Administrator have reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

**County Board**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed

**Executive/Risk Management Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
10/22/03	Pending/Imminent Litigation	OPEN
01/21/04	Pending Litigation	Closed



04/21/04	Pending Litigation	Closed
08/18/04	Pending Litigation	Closed
10/20/04	Pending Litigation	OPEN
06/22/05	Pending Litigation	OPEN
07/20/05 at 4:03pm	Pending Litigation	OPEN
10/9/06	Pending Litigation	Closed
10/17/07	Pending Litigation	OPEN
11/21/07 at 4:04	Personnel	OPEN
12/12/07 at 4:25 p.m.	Personnel	OPEN
01/23/08	Pending Litigation	Closed
02/20/08	Pending Litigation	OPEN
03/19/08	Pending Litigation	OPEN
04/23/08	Pending Litigation	OPEN
05/21/08	Pending Litigation	Closed
07/23/08 at 4:22 p.m.	Personnel	OPEN
07/30/08	Pending Litigation	Closed
09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
01/28/09	Pending Litigation	OPEN
04/22/09	Pending Litigation	Closed
10/21/09	Pending Litigation	OPEN
10/28/09	Pending Litigation	OPEN
01/20/10	Pending Litigation	Closed
4/21/10	Pending Litigation	OPEN
7/21/10	Pending Litigation	Closed
9/22/10 at 4:00 p.m.	Pending Litigation	Closed
1/19/11	Pending Litigation	OPEN
8/31/11	Pending Litigation	Closed
9/28/11	Pending Litigation	OPEN
12/9/11	Pending Litigation	OPEN
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m	Pending Litigation	Closed
01/18/12 at 5:09 p.m.	Land Acquisition	Closed
01/25/2012	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
03/21/2012	Pending Litigation	Closed
06/20/2012	Pending Litigation	Closed
07/18/2012	Pending Litigation	Closed
11/7/12	Pending Litigation	Closed
11/15/12	Pending Litigation	Closed
1/23/13	Pending Litigation	Closed
1/30/13	Pending Litigation	Closed
2/20/13	Pending Litigation	Closed
2/27/13	Pending Litigation	Closed
3/20/13	Pending Litigation	Closed
5/22/13 at 4:04 p.m.	Pending Litigation	Closed
5/22/13 at 4:34 p.m.	Personnel	Closed

### **Human Resources/Finance and Budget Committee**

<b><u>Date</u></b>	<b><u>Reason for Closed Session</u></b>	<b><u>Action</u></b>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed

02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
11/21/06	Personnel	Closed
11/29/06	Personnel	Closed
05/22/07	Personnel	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed
03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/15/11	Personnel	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
8/23/11 at 3:50	Personnel	Closed
8/31/11 at 7:07 p.m.	Personnel	Closed
8/31/11 at 6:17 p.m.	Personnel	Closed
9/20/11	Personnel	Closed
11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
1/22/13	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 5:05 p.m.	Personnel	Closed
2/27/13	Collective Bargaining/Salary Schedules	Closed
5/21/13	Collective Bargaining/Salary Schedules	Closed

## Property Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/17/04	Land Acquisition	Closed
03/21/06	Pending Litigation	Closed

03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
07/17/07	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Land Acquisition	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
2/16/10	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
7/20/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
9/20/11	Land Acquisition	Closed
3/20/13	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed

### Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed

### Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/1/05	Personnel	Closed
12/8/05	Personnel	Closed
12/15/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed

## Executive Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
01/04/06	Personnel	OPEN

## Ad Hoc Tax Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed
07/10/07	Personnel	Closed

## Search and Screening Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/3/11	Collective Bargaining/Salary Schedules	OPEN

## Collective Bargaining Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed
5/2/13 at 1:36 p.m.	Personnel	Closed
5/2/13 at 2:12 p.m.	Personnel	Closed

Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney and County Administrator regarding the six month review of closed session minutes and recordings.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation;

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 31<sup>ST</sup> DAY OF July, 2013.

ATTEST:

Christie All Webb  
COUNTY CLERK

  
BOARD CHAIRMAN

Motion by member Connett, second by member Donahue to remove tabled Human Resources resolution, from June 25, 2013 meeting, regarding IMRF off the table. Motion carried by voice vote. Nay: Ackerman, Stanford.

---

Motion by member Harris, second by member Graff to amend the resolution to change effective date to December 1, 2012. Amendment carried by roll call vote.

Aye: Donahue, Graff, Harris, Imig, Neuhauser, Proehl, Redlingshafer, Rinehart, Sinn, Vanderheydt, VonBoeckman.

Nay: Ackerman, Connett, Crawford, D. Grimm, Hillegonds, Meisinger, Palmer, Stanford.

Absent: B. Grimm, Sundell

---

Motion by member Crawford, second by member Ackerman to amend the resolution, to FOIA Tazewell pensions, review, place on Tazewell website, allow Board members to complete worksheets for hours worked, then recommend future action.

Motion to call for question by member Proehl, second by member Graff. Carried by voice vote.

Amendment failed by roll call vote.

Aye: Ackerman, Crawford, D. Grimm, Stanford.

Nay: Connett, Donahue, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Vanderheydt, VonBoeckman.

Absent: B. Grimm, Sundell.

---

Motion by Ackerman to add Board Chair to Board of Reviews.

Motion died by lack of second.

Motion to call for the question by member Graff, second by Hillegonds. Carried by voice vote.

---

Resolution as amended carried by roll call vote.

Aye: Connett, Crawford, Donahue, D. Grimm, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Stanford, Vanderheydt, VonBoeckman.

Nay: Ackerman.

Absent: B. Grimm, Sundell.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

<i>FA</i>	<i>Monica Connett</i>
<i>Duke Wolf</i>	<i>Daniel Messinger</i>
<i>Dean R. D.</i>	<i>Randy Proehl</i>
<i>[Signature]</i>	<i>Carroll Emig</i>

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to adopt the IMRF Resolution to terminate County Board member participation in the Illinois Municipal Retirement Fund; and

WHEREAS, the County Board has determined that effective June 26, 2013 a majority of it's members will not normally be performing the minimum of 1000 hour per year; and

WHEREAS, authorization is given to the County Clerk to sign and submit the attached IMRF Form 6.64T (03/12).

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this Action.

PASSED THIS 26<sup>th</sup> DAY OF JUNE, 2013.

ATTEST:

*Christee A Webb*  
County Clerk

*[Signature]*  
County Board Chairman

AMEND - Harris, SECOND - Graff to change the effective date to December 1, 2012  
Carried roll call, AYE - 11, NAY - 8, ABSENT - 2 (see attachment)  
AMEND - Crawford, SECOND - Ackerman to FOIA Tazewell pensions, review, place on Tazewell website, allow Board members to complete worksheets for hours worked, then recommend future action. Member Proehl called for the question, second by Member Graff ROLL CALL - AYE - 4, NAY - 15, ABSENT - 2 (see attachment)  
VOTE ON ORIGINAL MOTION AS AMENDED, Roll Call AYE - 18, NAY - 1, ABSENT - 2 (see attachment)

ROLL CALL (Change effective date to December 1, 2012) AYE - Donahue, Graff, Harris, Imig, Neuhauser, Proehl, Redlingshafer, Rinehart, Sinn, Vanderheydt and VonBoeckman  
NAY - Ackerman, Connett, Crawford, D. Grimm, Hillegonds, Meisinger, Palmer and Stanford. ABSENT - B. Grimm and Sundell

ROLL CALL (FOIA and Worksheet) AYE - Ackerman, Crawford, D. Grimm, and Stanford - NAY - Connett, Donahue, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Vanderheydt and VonBoeckman  
ABSENT - B. Grimm and Sundell

ROLL CALL (Original Motion as amended) AYE - Connett, Crawford, Donahue, D. Grimm, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Stanford, Vanderheydt and VonBoeckman NAY - Ackerman  
ABSENT - B. Grimm and Sundell



## **Motion to Authorize the Tazewell County Administrator to Implement the following Tazewell County IMRF Plan:**

### **Determine the "As-Is" (Current State):**

1. Review the list of current Tazewell County pensioners (name, department and annual pension being received).
2. Tazewell County Board votes (or not) to place this information on the Tazewell County website for visibility and transparency for all our citizens, who pay these pensions.

### **Gather & Analyze Data and Input:**

3. Tazewell County listens and documents input from our constituents on this public information, which has not been provided to the public in Tazewell County previously.
4. Tazewell County Board members complete the Tazewell County Members Voluntary Hours Worksheet accurately and honestly.

### **Determine & Implement the "To-Be" (Future State):**

5. Administrator to provide data from citizens and Board Member's Worksheets to the County Board for Board action.

### **Advantages:**

- Use a professional, methodical and process-oriented approach rather than a non-systematic approach.
- Provide public citizen access to all current Tazewell County IMRF pension data since the public pays for these pensions with public funds
- Provides time for the Administrator to gather and share information with the Board which should be reviewed, including but not limited to: worksheet results, constituent input, other county benchmark information and answers to Board Member's inquiries.
- Some Board Members indicated they were voting for the ban to avoid a state audit; however it has been determined that this audit will happen regardless of Board action.
- This process does *not* eliminate the ban option; but positions members to access important information necessary to make such a decision for the County Board.
- Allows time for Board Members to review the:
  - IMRF plan requirements to determine county participation eligibility
  - full implications of an IMRF ban on each individual County Board member
- Allows time for the Administrator to recommend and Board Members to approve a policy that considers all current concerns with the most appropriate public policy.



# A RESOLUTION RELATING TO TERMINATION OF PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64T (03/12)

PLEASE ENTER Employer IMRF I.D. Number

3067

**RESOLUTION**  
Number HR-13-24

**WHEREAS**, the Tazewell County Board

EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund:

**WHEREAS**, elected officials with the Tazewell County

EMPLOYER NAME

may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for

1,000

hours or more per year; and

600 or 1,000

**WHEREAS**, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;

and

**WHEREAS**, this governing body has previously determined that the following elected position required performance of duty

for at least 1,000 hours per year: County Board Member; and

600 or 1,000

ELECTED POSITION

**WHEREAS**, the duties and responsibilities of this position have changed and it no longer requires performance of duty for

at least 1,000 hours per year, effective 12/1/2012

600 or 1,000

DATE (MM/DD/YY)

**NOW THEREFORE BE IT RESOLVED** that the Tazewell County Board

BOARD, COUNCIL, ETC.

of Tazewell County

EMPLOYER NAME

finds that the position of County Board Member

ELECTED POSITION

no longer qualifies for IMRF participation, as of 12/1/2012

DATE (MM/DD/YY)

## CERTIFICATION

I, Christie Webb, the County Clerk

NAME

CLERK OR SECRETARY OF THE BOARD

of the Tazewell County

EMPLOYER NAME

of the County of Tazewell

COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a

resolution duly adopted by its Tazewell County Board

BOARD, COUNCIL, ETC.

at a meeting duly convened

and held on the 31st of JULY

DAY

MONTH

20 13

YEAR

*Christie A. Webb*

Signature of Clerk or Secretary of the Board

## Illinois Municipal Retirement Fund

2211 York Road, Suite 500, Oak Brook Illinois 60523-2337  
Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673)

## Communications

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Member Ackerman proclamation for Keith Haning schedule for September 1<sup>st</sup>, 2013 at 2pm in Boynton Township.

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Member Stanford would like to distinguish the difference between state and the IMRF

Two different systems.

Motion by member Redlingshafer. Second by member Stanford to approve the Bills. Motion carried by Roll Call Vote.

Aye: Ackerman, Connett, Crawford, Donahue, D. Grimm, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Stanford, Vanderheydt, VonBoeckman

Nay: 0

Absent: B. Grimm, Sundell

CK

Expenditure Report:

To: The Tazewell County Board

Fund 100

Department: 111

June, 2013

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim		Amount	Account:
49	Ackerman, John	Spec Per Diem		\$0.00	511-080
63	Connett, Monica	Spec Per Diem		\$120.00	511-080
62	Crawford, K. Russell	Spec Per Diem		\$840.00	511-080
26	Donahue, James	Spec Per Diem		\$180.00	511-080
37	Graff, Nick	Spec Per Diem		\$0.00	511-080
68	Grimm, Brett	Spec Per Diem		\$60.00	511-080
8	Grimm, Dean	Spec Per Diem		\$0.00	511-080
36	Harris, Michael	Spec Per Diem		\$180.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem		\$0.00	511-080
20	Imig, Carroll	Spec Per Diem		\$120.00	511-080
66	Meisinger, Darrell	Spec Per Diem		\$240.00	511-080
61	Neuhauser, Tim	Spec Per Diem		\$300.00	511-080
43	Palmer, Rosemary	Spec Per Diem		\$60.00	511-080
13	Proehl, Nancy	Spec Per Diem		\$120.00	511-080
38	Redlingshafer, John	Spec Per Diem		\$60.00	511-080
34	Rinchart, Andrew	Spec Per Diem		\$0.00	511-080
16	Sinn, Greg	Spec Per Diem		\$180.00	511-080
48	Stanford, Mel	Spec Per Diem		\$60.00	511-080
54	Sundell, Sue	Spec Per Diem		\$120.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem	April-June	\$360.00	511-080
44	VonBoeckman, Terry	Spec Per Diem		\$60.00	511-080
	<b>Auditor's Total:</b>			<b>\$3,060.00</b>	

## Expenditure Report:

To: The Tazewell County Board

Fund 100

Department: 111

June, 2013

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim	Amount	Account:
49	Ackerman, John	Salary	\$200.00	511-090
63	Connett, Monica	Salary	\$200.00	511-090
62	Crawford, K. Russell	Salary	\$200.00	511-090
26	Donahue, James	Salary	\$200.00	511-090
37	Graff, Nick	Salary	\$200.00	511-090
68	Grimm, Brett	Salary	\$200.00	511-090
8	Grimm, Dean	Salary	\$200.00	511-090
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry C.	Salary	\$200.00	511-090
20	Imig, Carroll	Salary	\$200.00	511-090
66	Meisinger, Darrell	Salary	\$200.00	511-090
61	Neuhauser, Tim	Salary	\$200.00	511-090
43	Palmer, Rosemary	Salary	\$200.00	511-090
13	Proehl, Nancy	Salary	\$200.00	511-090
38	Redlingshafer, John	Salary	\$200.00	511-090
34	Rinehart, Andrew	Salary	\$200.00	511-090
16	Sinn, Greg	Salary	\$200.00	511-090
48	Stanford, Mel	Salary	\$200.00	511-090
54	Sundell, Sue	Salary	\$200.00	511-090
50	Vanderheydt, Jerry	Salary	\$200.00	511-090
44	VonBoeckman, Terry	Salary	\$200.00	511-090
	<b>Auditor's Total:</b>		<b>\$4,200.00</b>	

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TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

Comty Vend-No	Vend-Name	COUNTY BOARD (100-111)	Invoice-Numb	Expense-Amount
100-111-522-010		OFFICE SUPPLIES		
87939	PRAIRIELAND VENDING*	COFFEE 100-111	689	54.00
100-111-522-140		DUES & SUBSCRIPTIONS		
10112	TAZEWELL COUNTY HISTORIC PLACES SO 2013 MBRSHR DUES 100-111		2013DUES	25.00
100-111-533-152		BOARD CHAIRMAN TRAVEL		
42	ZIMMERMAN*J DAVID	JUNE MILEAGE 100-111	42-0713	381.94
100-111-533-153		ADMINISTRATOR EXPENSES		
13937	IL CITY/COUNTY MANAGEMENT ASSOC*	MEMBERSHIP RNWL 100-111	13937-0713	350.00
97677	VISA*	ICMA CONFERENCE 100-111	9315-0713	710.00
97677	VISA*	AIRFARE ICMA CONF 100-111	9315-0713A	281.60
100-111-533-300		MILEAGE		
26	CRAWFORD*K RUSSELL	JUNE MILEAGE 100-111	26-0713	211.87
31	IMIG*CARROLL	JUNE MILEAGE 100-111	31-0713	94.92
39	SINN*GREG	JUNE MILEAGE 100-111	39-0713	53.11
155	PALMER*ROSEMARY	JUNE MILEAGE 100-111	155-0713	62.15
296	CONNETT*MONICA	MAY & JUNE MILEAGE 100-111	296-0713	28.48
20411	STANFORD*MELVIN	JUNE MILEAGE 100-111	2041-0713	57.63
4125	GRAFF*NICK	MAY & JUNE MILEAGE 100-111	4125-0713	59.34
5716	HARRIS*MICHAEL	JUNE MILEAGE 100-111	5716-0713	96.05
17955	VONBOECKMAN*TERRY	JUNE MILEAGE 100-111	17957-0713	10.17
64633	ACKERMAN*JOHN C	JUNE MILEAGE 100-111	64636-0713	44.07
67544	PROEHL*NANCY M	JUNE MILEAGE 100-111	67546-0713	81.93
74338	SUNDELL*SUE	JUNE MILEAGE 100-111	74339-0713	62.15
77955	MEISINGER*DARRELL G	JUNE MILEAGE 100-111	77953-0713	119.78
78595	NEURHAUSER*TIMOTHY D	JUNE MILEAGE 100-111	78594-0713	120.91
93655	BEENEY*SUE	JUNE MILEAGE 100-111	93659-0713	9.60
93655	BEENEY*SUE	JULY MILEAGE 100-111	93659-0713A	9.60
94450	DONAHUE*JAMES	JUNE MILEAGE 100-111	94450-0713	24.86
99917	RINEHART*ANDREW S	JUNE MILEAGE 100-111	99917-0713	44.07
100262	REDLINGSHAFFER*JOHN	JUNE MILEAGE 100-111	100262-0713	30.51
100-111-533-400		LEGAL NOTICES		
108	PEKIN DAILY TIMES*	LEGAL NOTICE 100-111	123200	307.40
<b>TOTAL:</b>				<b>3,331.14</b>

Proceedings from the Tazewell County Board Meeting held this 31st day July, 2013

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Claims Docket  
Expenditure Accounts

Comty	Vend-No	Vend-Name	CIRCUIT CLERK (100-121)	Invoice-Numb	Expense-Amount
90	100-121-522-030	DES MOINES STAMP MFG CO*	BOOKS & RECORDS	986592	71.60
			STAMPS 100-121		
			TOTAL:		<u>71.60</u>



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Claims Docket  
Expenditure Accounts

Comty Vend-No	Vend-Name	PUBLIC DEFENDER (100-123)	Invoice-Numb	Expense-Amount
100-123-522-030 43	THOMSON REUTERS-WEST*	BOOKS & RECORDS GRANT IL ADVANCE SHEETS 100-123	826045311A	50.96
TOTAL:				<u>50.96</u>

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Claims Docket  
 Expenditure Accounts

Comty	Vend-No	Vend-Name	STATES ATTORNEY (100-124)	Invoice-Numb	Expense-Amount
	100-124-522-010		OFFICE SUPPLIES		
20	WILL HARMS COMPANY INC.*		LABELS 100-124	32413	135.36
46	WIDMER INTERIORS INC*		LABELS 100-124	311747	44.52
46	WIDMER INTERIORS INC*		LABELS 100-124	311769	135.02
	100-124-522-030		BOOKS & RECORDS		
43	THOMSON REUTERS-WEST*		WESTLAW 5/13 100-124	827340523	653.36
43	THOMSON REUTERS-WEST*		LAWBOOKS 100-124	827429912	330.75
43	THOMSON REUTERS-WEST*		WESTLAW 6/13 100-124	827530651	693.36
	100-124-533-000		CONTRACTUAL SERVICE		
46	WIDMER INTERIORS INC*		DEFERRED WRKSTN 100-124	311872	2,647.01
	100-124-533-050		LEGAL SERVICES		
9686	STATE'S ATTORNEYS APPELLATE PROS*		SHERIFF 100-124	15650	1,920.00
6015	CLAUDON KOST BEAL & WALTERS LTD*		SHERIFF ARBITRATION 100-124	60151-0713	165.49
10115	MALIN*MARTIN H		SHERIFF ARBITRATION FEE 100-124	101105-0713	2,502.98
	100-124-533-140		COURT REPORTING FEES		
2149	SHANE*JULIA		GRAND JURY 6/27/13 100-124	062713	635.00
2602	HARRIS*E SCOTT		GRAND JURY 7/11/13 100-124	071113	652.00
4529	LEE CSR*DONNA M		TRANSCRIPT 100-124	12TR10925-26	15.00
4529	LEE CSR*DONNA M		TRANSCRIPT 100-124	12TR10925-26A	30.00
7075	WINN CRS*LORI		GRAND JURY 6/13/13 100-124	061313	546.00
	100-124-533-330		EXTRADITION		
919	PTS OF AMERICA LLC*		EXTRADITION 100-124	74839	1,104.15
	100-124-533-400		LEGAL NOTICES		
146	JOURNAL STAR*		13-JA-25 100-124	INV21916	53.82
	100-124-544-000		MISC EQUIPMENT		
70738	VISA*		PROTECTIVE CASE 100-124	1321-0713A	36.47
70738	VISA*		PROTECTIVE CASE 100-124	1321-0713C	69.07
TOTAL:					12,369.36

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Claims Docket  
Expenditure Accounts

Comty	Vend-No	Vend-Name	JURY COMMISSION (100-125)	Invoice-Numb	Expense-Amount
100-125-533-350			JURORS PARKING		
334	CITY OF PEKIN*		JUROR PRKNG TICKETS 100-125	9909535	88.00
100-125-533-710			OFFICE EQUIPMENT MAINTENANCE		
2062	GOODIN ASSOCIATES LTD*		SOFTWARE MAINT 100-125	21742	324.00
				TOTAL:	<u>412.00</u>

*Yes*

County  
 Vend-No Vend-Name COUNTY CLERK/ELECTIONS (100-152)

Invoice-Numb	Expense-Amount
9706458835	18.00
2929	39,034.00
35E99780	559.50
35F26620	188.76
35F35650	367.50
35f26560	1,465.34
<b>TOTAL:</b>	<b>41,633.10</b>
4239	23,135.00
<b>MANUAL TOTAL:</b>	<b>23,135.00</b>
<b>GRAND TOTAL:</b>	<b>64,768.10</b>

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Claims Docket  
 Expenditure Accounts

Comty VENDOR VENDOR-NAME RECORDER OF DEEDS (100-153)

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	100-153-522-010	OFFICE SUPPLIES		
64948	BI-STATE BUSINESS SOLUTIONS*	LABELS FOR REVENUE 100-153	INV48072	89.85
75617	PC ASSOCIATES*	THERMAL RECPT PAPER 100-153	0709134	150.00
	100-53-533-300	MILEAGE		
78448	MANUEL*SUSAN	MILEAGE 100-153	78445-0713	67.80
78448	MANUEL*SUSAN	MILEAGE 100-153	78445-0713A	67.80
	100-53-533-720	PRINT TRACKING CONTRACT		
84566	ATRIX INTERNATIONAL INC*	COPY COUNT 6/13 100-153	63988-IN	275.00
		TOTAL:		650.45
	100-000-441-011	REVENUE		
361	ILLINOIS DEPT OF REVENUE	REVENUE STAMPS		50,000.00 check# 4240 06-13-13
361	ILLINOIS DEPT OF REVENUE	REVENUE STAMPS		50,000.00 check# 4271 07-08-13
		MANUAL TOTAL:		100,000.00
		GRAND TOTAL:		100,650.45

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

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Conty	Vend-No	Vend-Name	TREASURER (100-155)	Invoice-Numb	Expense-Amount
100-155-533-710	72873	NEOPOST USA INC*	OFFICE EQUIPMENT MAINTENANCE	50418037	330.00
			METER RENTAL 100-155		
			TOTAL:		<u>330.00</u>

TAZEWELL COUNTY

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Claims Docket  
Expenditure Accounts

Comty	Vend-No	Vend-Name	ASSESSMENTS (100-157)	Invoice-Numb	Expense-Amount
	100-157-533-400		LEGAL NOTICES		
	1251	COURIER NEWSPAPERS*	LEGAL NOTICE 100-157	1571	84.60
			TOTAL:		<u>84.60</u>

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Claims Docket  
Expenditure Accounts

Comty Vend-No	Vend-Name	BOARD OF REVIEW (100-158)	Invoice-Numb	Expense-Amount
100-158-522-010 94456	INDEPENDENT STATIONERS*	OFFICE SUPPLIES BOR OFFICE SUPPLIES 100-158	IN-000318132	278.52
TOTAL:				<u>278.52</u>





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Claims Docket  
 Expenditure Accounts

Comty	Vend-No	Vend-Name	COMMUNITY DEVELOPMENT (100-161)	Invoice-Numb	Expense-Amount
	100-161-522-030		BOOKS & RECORDS		
734	QUILL CORPORATION*		CASH RECEIPT BKS 100-161	3685183	134.90
	100-161-522-100		GASOLINE		
1761	TAZEWELL COUNTY HIGHWAY*		JUNE GAS 100-161	80959	30.04
7779	CITY OF PEKIN*		MAY GAS 100-161	9909531	75.09
	100-161-533-060		APPEAL BOARD		
1067	NEWMAN* JAMES A		JUNE/JULY MILEAGE 100-161	10667-0713	45.20
1079	VAUGHN* DONALD W		JULY MILEAGE 100-161	10779-0713	20.34
1942	MAY* SANFORD R		JULY MILEAGE 100-161	19402-0713	2.26
6389	BAUM* JOAN K		JULY MILEAGE 100-161	63839-0713	9.04
6674	WEBB* JOHN P		JULY MILEAGE 100-161	66724-0713	7.91
7059	LESSEN* DUANE		JULY MILEAGE 100-161	70579-0713	20.34
8276	NAUMAN CSR RMR* ARLENE H		JUNE ZBA TRANS 100-161	060413	226.00
	100-161-533-300		MILEAGE		
148	DEININGER* KRISTAL		JUNE MILEAGE 100-161	148-0713	124.87
7829	WORKMAN* JACLYNN E		JUNE MILEAGE 100-161	78239-0713	11.30
7846	SEARLE* JUDY K		JUNE MILEAGE 100-161	78406-0713	10.17
	100-161-533-400		LEGAL NOTICES		
108	PEKIN DAILY TIMES*		JULY ZBA LGL NTC 100-161	123332	100.40
108	PEKIN DAILY TIMES*		911 ADDRESS LGL NTC 100-161	123435	57.20
146	JOURNAL STAR*		911 ADDRESS LGL NTC 100-161	IN725489	31.20
125	COURIER NEWSPAPERS*		911 ADDRESS LGL NTC 100-161	13001	34.12
125	COURIER NEWSPAPERS*		JULY ZBA LGL NTC 100-161	1686	89.25
125	COURIER NEWSPAPERS*		911 ADDRESS LGL NTC 100-161	1706	36.75
598	TIMES NEWSPAPERS*		911 ADDRESS LGL NTC 100-161	03539941	30.00
	100-161-533-980		BUILDING CODE INSPECTIONS		
1382	CITY OF EAST PEORIA PLANNING & COM		MAY/JUNE INSEPECT 100-161	120	869.25

TOTAL: 1,965.63

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TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

Comty Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
100-181-522-080		CLEANING SERVICE SUPPLIES		
2981	AMSAN LLC*	SUPPLIES 100-181	289966350	546.86
2981	AMSAN LLC*	SUPPLIES 100-181	290865930	1,093.07
100-181-522-410		LAMPS		
80	MENARDS*	LIGHTS 100-181	33816	216.53
100-181-533-030		JANITORIAL SERVICE		
74	TCRC INC*	CLN MCK TAZ EMA 100-181	014683	2,346.76
18478	PROFESSIONAL CLEANING SVC OF CNTRL	CLEAN OPG/COURTHOUSE 100-181	2670	4,553.77
18481	CLEMNER JANITORIAL SERVICE*	CLEAN HARD FLOORS 100-181	1322A	1,600.00
100-181-533-200		TELEPHONE		
102	AT&T*	SHERIFF PRIVATE LINE 100-181	6946317-0713	54.72
102	AT&T*	EMA 100-181	2125457-0713	139.22
102	AT&T*	EMA 100-181	Z990747-0713	121.79
169	AT&T*	EMA 100-181	9252271-0713	78.18
222	FRONTIER*	DARE/EMA 100-181	3470930-0713	42.15
222	FRONTIER*	DARE/EMA 100-181	4772787-0713	69.35
222	FRONTIER*	SUBSTATION 100-181	7451307-0713	32.87
222	FRONTIER*	EMA FAX 100-181	9252271-0713	67.10
222	FRONTIER*	EMA FAX 100-181	9253631-0713	78.46
222	FRONTIER*	SHERIFF 100-181	9254107-0713	86.18
222	FRONTIER*	EMA FAX 100-181	L002412-0713	55.08
5411	CENTURYLINK*	SHERIFF PRIVATE LINE 100-181	304070156-0713	45.96
100-181-533-202		CELLULAR & PAGER SERVICE		
56	USA MOBILITY WIRELESS INC*	COUNTY PAGERS 100-181	W3528775G	32.76
100-181-533-400		LEGAL NOTICES		
108	PEKIN DAILY TIMES*	LGL NTC STRM SHLTR 100-181	123545	264.20
108	PEKIN DAILY TIMES*	LGL NTC DEMOLITION 100-181	123660	264.60
100-181-533-620		ELECTRIC & GAS		
7	AMEREN ILLINOIS*	334 ELIZABETH ST 100-181	0432120171-0713	375.31
7	AMEREN ILLINOIS*	334 ELIZABETH ST 100-181	04321201710713A	618.08
7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	1030794006-0713	442.40
7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	1329512003-0713	153.12

Claims Docket  
Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
7		AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	1606759006-0713	139.26
7		AMEREN ILLINOIS*	19 S CAPITOL ST 100-181	2598576014-0713	216.71
7		AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	3488850005-0713	93.82
7		AMEREN ILLINOIS*	9 S CAPITOL ST 100-181	3518116027-0713	162.75
7		AMEREN ILLINOIS*	20 S 4TH ST 100-181	3834237004-0713	102.07
7		AMEREN ILLINOIS*	20 S 4TH ST 100-181	38342370040713A	100.94
7		AMEREN ILLINOIS*	11 S 4TH ST 100-181	4109289052-0713	1,594.58
7		AMEREN ILLINOIS*	28 S 4TH ST 100-181	4677944019-0713	57.73
7		AMEREN ILLINOIS*	28 S 4TH ST 100-181	46779440190713A	59.25
7		AMEREN ILLINOIS*	334 ELIZABETH ST 100-181	6123448013-0713	65.87
7		AMEREN ILLINOIS*	334 ELIZABETH ST 100-181	61234480130713A	64.49
7		AMEREN ILLINOIS*	11 S CAPITOL ST 100-181	6246615000-0713	36.20
7		AMEREN ILLINOIS*	416 COURT ST 100-181	7027064571-0713	64.49
7		AMEREN ILLINOIS*	17 S CAPITOL ST 100-181	7634524015-0713	139.40
7		AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	8352035006-0713	64.49
7		AMEREN ILLINOIS*	15 S CAPITOL ST UNIT B 100-181	8984208007-0713	143.15
7		AMEREN ILLINOIS*	416 COURT ST 100-181	9337035532-0713	225.40
7		AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	9551284000-0713	45.49
7		AMEREN ILLINOIS*	360 COURT ST 100-181	9569812254-0713	755.05
8456		NOBLE AMERICAS ENERGY SOLUTIONS*	ACCT # 192203 100-181	13183000305574	9,076.68
100-81-533-630		WATER			
219		ILLINOIS AMERICAN WATER COMPANY*	21302 IL RT 9 EMA 100-181	1081601-0713	20.17
219		ILLINOIS AMERICAN WATER COMPANY*	21304 IL RT 9 100-181	1081632-0713	18.08
219		ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH ST 100-181	1173463-0713	69.97
219		ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH ST 100-181	2281091-0713	136.49
219		ILLINOIS AMERICAN WATER COMPANY*	360 COURT ST 100-181	2281718-0713	182.70
219		ILLINOIS AMERICAN WATER COMPANY*	11 S 4TH ST 100-181	2281787-0713	200.65
219		ILLINOIS AMERICAN WATER COMPANY*	414-418 COURT ST 100-181	2282148-0713	47.35
219		ILLINOIS AMERICAN WATER COMPANY*	9 S CAPITOL ST 100-181	3844600-0713	81.69
7582		FIVE STAR WATER*	GROUP WATER BILL 100-181	92429-0713	116.50
9980		CITY OF PEKIN*	334 ELIZABETH ST 100-181	010021000-0713	31.30
9980		CITY OF PEKIN*	360 COURT ST 100-181	010030000-0713	105.92
9980		CITY OF PEKIN*	11 S 4TH ST 100-181	010031000-0713	36.45
9980		CITY OF PEKIN*	414/418 COURT ST 100-181	010036000-0713	15.87
9980		CITY OF PEKIN*	9 S CAPITOL ST 100-181	021994000-0713	36.45
100-181-533-640		PEST CONTROL			
9		MARKLEY'S PEST ELIMINATION*	OPO 100-181	223526	45.00

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Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
	9	MARKLEY'S PEST ELIMINATION*	MCKENZIE BLD 100-181	223618	75.00
	9	MARKLEY'S PEST ELIMINATION*	EMA BUILDING 100-181	223693	30.00
	90612	AMERICAN PEST CONTROL INC*	MONGE BLDG 100-181	1009020-0713	35.00
	100-181-533-660		GARBAGE COLLECTION		
	66411	X WASTE INC*	GUN RANGE 100-181	205054	19.57
	66411	X WASTE INC*	MCKENZIE BLD 100-181	205055	183.34
	66411	X WASTE INC*	OLD POST OFFICE 100-181	205056	79.72
	66411	X WASTE INC*	TAZEWELL BLD 100-181	205057	41.20
	66411	X WASTE INC*	EMA BLD 100-181	205058	41.20
	66411	X WASTE INC*	MONGE BLD 100-181	205059	53.00
	100-181-533-720		BUILDING MAINTENANCE		
	70	TUCKER PLUMBING*	INSTL/FURNISH SINK/FAU 100-181	13-978	472.00
	70	TUCKER PLUMBING*	RPR LEAK MONGE BLD 100-181	13-979	111.00
	70	TUCKER PLUMBING*	DRINKING FOUNTAINS 100-181	13-980	1,617.00
	70	TUCKER PLUMBING*	PLUMBING SUPPLIES 100-181	13-986	1,812.00
	80	MENARDS*	POWER WASH 100-181	33579	129.00
	80	MENARDS*	SUPPLIES 100-181	34370	181.21
	223	KREILING ROOFING CO INC*	RPR LEAK OPO 100-181	114524	348.00
	316	VELDE FORD SALES INC*	MAINT ON TRUCK 100-181	F0CS315592	39.82
	2054	COPS INC SECURITY SOLUTIONS*	RPR/RPLC LCKS EMA 100-181	22860	597.50
	1116	STEVE GERBERIN WINDOW CLEANING*	MCKENZIE BLD 100-181	6184-18A	45.00
	100-181-533-731		MECHANICAL EQUIP. MAINTENANCE		
	60394	G & B MECHANICAL HEATING & COOLING HVAC STRT UP TAZ OPO 100-181		0044	1,350.59
	60394	G & B MECHANICAL HEATING & COOLING RPR RTU ASSMNTS 100-181		0077	315.75
	60394	G & B MECHANICAL HEATING & COOLING RPR RTU ASSMNTS 100-181		0143	95.00
	60394	G & B MECHANICAL HEATING & COOLING STRT UP CHLR/RPR PMP 100-181		0174	1,235.00
	60394	G & B MECHANICAL HEATING & COOLING RPR FAN COIL UNIT SAO 100-181		0234	142.50
	60394	G & B MECHANICAL HEATING & COOLING SPRING HVAC ST UP MCK 100-181		9966	1,744.70
	90243	PIPICO COMPANIES LTD*	RMV/RPLC OLD FLW SWTH 100-181	19068	507.65
	94354	OVERHEAD DOOR CO*	RPR SALLY PORT DOOR 100-181	77927	177.95
	100-181-533-733		ELEVATOR MAINTENANCE		
	10103	KONE INC*	MO SVC 5/1-5/31 100-181	221205579	32.00
	10103	KONE INC*	MO SVC 6/1-6/30 100-181	221229961	529.00
	10103	KONE INC*	MO SVC 6/1-6/30 100-181	221229962	32.00
	100-181-533-770		GROUNDS MAINTENANCE		

County Vnd-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
80	MENARDS*	MULCH 100-181	33083	75.61
80	MENARDS*	MULCH 100-181	34371	36.00
2966	NATIONAL RENTAL OF PEKIN INC*	SOD CUTTER 100-181	613	44.00
3396	MCKEOWN*CHARLES R	FRTLZR/BRDLF WEED 100-181	547637	68.20
33966	MCKEOWN*CHARLES R	INSECT/DISEASE CONTROL 100-181	548119	49.00
8016	ILLINOIS EPA FISCAL SERVICES SEC.*	ANNUAL NPDES FEES 100-181	ILC038024-0713	500.00
100-81-544-001	MISC EQUIPMENT			
10119	ALLEGIANCE TECHNOLOGY PARTNERS*	2 COMPUTER TABLETS 100-181	2013-230	4,389.98
100-81-544-002	SECURITY/TECHNOLOGY			
87	SEICO INC*	CLEAN XRAY MACH 100-181	79802	57.50
100-81-544-200	BLDG CONST. & REMODELING			
3398	GRAINGER*	STORAGE PARTITIONS 100-181	9168226604	2,719.89
8961	SHERWIN-WILLIAMS*	PAINT/SUPPLIES 100-181	4527-2	139.94
TOTAL:				47,883.75
100-81-533-030	JANITORIAL SERVICE			
18481	CLEMMER JANITORIAL SVC.	CLEAN HARD FLOORS		1,600.00
100-81-533-200	TELEPHONE			
5411	CENTURYLINK	MONTHLY SERVICE		4,588.56
68782	GREATAMERICA FINANCIAL SVC	MONTHLY SERVICE		4,340.67
68782	GREATAMERICA FINANCIAL SVC	MONTHLY SERVICE		99.29
100-81-533-202	CELLULAR & PAGER SERVICE			
455	ERIC GOEKEN	REIMB HTC REPLACEMENT TOUCH SCREEN		35.59
455	ERIC GOEKEN	REIMB DROID FRONT		146.94
7311	VERIZON WIRELESS	MONTHLY SERVICE		4,257.79
MANUAL TOTAL:				15,068.84
GRAND TOTAL:				62,952.59

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Comty	Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
	100-182-522-080		CLEANING SERVICE SUPPLIES		
S		ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	151158	337.70
S		ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	151467	789.40
2981		AMSAN LLC*	SUPPLIES 100-182	289776395	73.38
2981		AMSAN LLC*	SUPPLIES 100-182	289966368	769.01
2981		AMSAN LLC*	SUPPLIES 100-182	290865948	817.86
8901		SUNRISE SUPPLY*	SUPPLIES 100-182	29948	527.48
8901		SUNRISE SUPPLY*	SUPPLIES 100-182	30099	528.12
100-82-522-710			SALT		
1837		HEART OF ILLINOIS SALT SERVICE*	SOFTENER SALT 100-182	58741	347.50
100-82-533-030			JANITORIAL SERVICE		
1848		CLEMMER JANITORIAL SERVICE*	MNTHLY CLEANING CNTRCT 100-182	1322	4,100.00
100-82-533-620			ELECTRIC/GAS		
7		AMEREN ILLINOIS*	101 S CAPITOL ST 100-182	6141434333-0713	7,015.15
8456		NOBLE AMERICAS ENERGY SOLUTIONS*	ACCT# 192203 100-182	131830003055774	12,541.44
100-82-533-630			WATER		
76		PURITAN SPRINGS WATER*	WATER FOR MAINT 100-182	1522002-0713	13.73
219		ILLINOIS AMERICAN WATER COMPANY*	JUSTICE CENTER 100-182	392933-0713	1,053.78
219		ILLINOIS AMERICAN WATER COMPANY*	JUSTICE CENTER 100-182	392933-0713A	1,228.88
219		ILLINOIS AMERICAN WATER COMPANY*	JUSTICE CENTER 100-182	821424-0713	69.97
9980		CITY OF PEKIN*	JUSTICE CENTER 100-182	022261000-0713	1,349.76
100-82-533-640			PEST CONTROL		
9		MARKLEY'S PEST ELIMINATION*	JUSTICE CENTER 100-182	223617	120.00
100-82-533-660			GARBAGE COLLECTION		
67		WASTE MANAGEMENT*	JUSTICE CENTER 100-182	2484734-2070-6	513.52
100-182-533-720			BUILDING MAINTENANCE		
70		TUCKER PLUMBING*	PLUMBING SUPPLIES 100-182	13-977	2,112.00
70		TUCKER PLUMBING*	SUPPLIES 100-182	13-981	124.00
70		TUCKER PLUMBING*	CLN SWR LINE LOBBY 100-182	13-982	200.00
1246		RADIOHACK CORP*	TELEPHONE CORDS 100-182	099211	48.95
3398		GRAINGER*	FAUCET 100-182	9164913114	260.55

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Comty Vnd-No	Vnd-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
3398	GRAINGER*	PLUMBING SUPPLIES 100-182	9176777648	395.94
3398	GRAINGER*	PLUMBING SUPPLIES 100-182	9176777655	37.32
3398	GRAINGER*	PLUMBING SUPPLIES 100-182	9179605226	399.82
8963	PEKIN ROOTERMATIC INC*	UNPLUG DRAIN LINES 100-182	062513	125.00
1116	STEVE GEBERIN WINDOW CLEANING*	JUSTICE CENTER 100-182	6184-18	95.00
7072	FASTENAL COMPANY*	BEARINGS/SUPPLIES 100-182	ILPEK 76526	27.68
7072	FASTENAL COMPANY*	WIRE STRIPPER 100-182	ILPEK76749	29.96
7072	FASTENAL COMPANY*	BEARINGS/SUPPLIES 100-182	ILPEK77018	88.86
7138	ENTEC SERVICES INC*	RODS/PRTS FOR BOILER 100-182	S54837	1,429.43
100-82-533-731		MECHANICAL EQUIP. MAINT		
7138	ENTEC SERVICES INC*	REBUILD PUMP 100-182	S55822	915.93
7138	ENTEC SERVICES INC*	REPAIR RTU #6 100-182	S55823	1,444.69
7776	MELTON ELECTRIC*	MOTORS 100-182	1262	448.30
9435	OVERHEAD DOOR CO*	RPLC SALLY PORT DR MTR 100-182	77587	1,775.95
100-82-533-733		ELEVATOR MAINTENANCE		
1010	KONE INC*	MO SVC 6/1-6/30 100-182	221229961A	329.00
100-82-533-770		GROUNDS MAINTENANCE		
3396	MCKEOWN*CHARLES R	FERTILIZER/BRDLF 100-182	548072	42.02
3396	MCKEOWN*CHARLES R	INSECT/DISEASE CNTRL 100-182	548136	69.50
TOTAL:				42,596.58
100-82-533-030		JANITORIAL SERVICE		
1848	CLEMMER JANITORIAL SERVICE	MONTHLY CLEANING CONTRACT JC		4,100.00 check# 4247 06-21-13
MANUAL TOTAL:				4,100.00
GRAND TOTAL:				46,696.58



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TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	100-211-522-010		OFFICE SUPPLIES		
734	QUILL CORPORATION*		SUPPLIES 100-211	3284982	223.76
734	QUILL CORPORATION*		SUPPLIES 100-211	3289060	541.10
734	QUILL CORPORATION*		CARD READER 100-211	3312973	9.99
734	QUILL CORPORATION*		SUPPLIES 100-211	3455939	232.07
734	QUILL CORPORATION*		SUPPLIES 100-211	3525599	852.87
734	QUILL CORPORATION*		RPLC INK DETECTIVE 100-211	3623635	444.94
734	QUILL CORPORATION*		INK & HIGHLIGHTER 100-211	3691885	177.56
734	QUILL CORPORATION*		HP35A INK 100-211	3691896	107.87
734	QUILL CORPORATION*		SUPPLIES 100-211	3789857	305.97
734	QUILL CORPORATION*		CASIO LABEL TAPE 100-211	3858613	26.99
734	QUILL CORPORATION*		CANON S35 CART 100-211	3861115	236.62
6255	CDW GOVERNMENT INC*		IPAD KEYBOARD 100-211	CV03253	101.06
6255	CDW GOVERNMENT INC*		MONITOR 100-211	DG54180	202.66
9480	VISA*		4 DWNLDS PDF EDTR 100-211	5438-0713	79.96
	100-211-522-011		FIELD SUPPLIES		
228	RAY DENNISON CHEVROLET INC*		3 FLOOR MATS 100-211	CVW215445	178.50
734	QUILL CORPORATION*		7 DIGITAL CAMERA 100-211	3413104	629.93
734	QUILL CORPORATION*		2 CAMERAS 100-211	3586508	179.98
734	QUILL CORPORATION*		2 CAMERA CASES 100-211	3613256	31.98
4532	STAPLES CREDIT PLAN*		INCAR SPEAKER PHONES 100-211	9241016883	161.45
7661	TRACTOR SUPPLY CREDIT PLAN*		SUPPLIES 100-211	200161378	271.26
9060	VISA*		PHANTOM LITTER KIT 100-211	1011-0713B	106.70
9573	MILLER-BATTERIES PLUS*		DEFIB BATTERIES 100-211	382-100739-01	584.97
9961	VISA*		PHONE BELT CLIPS 100-211	5517-0713A	29.00
9961	VISA*		BELT CLIPS HOLSTER 100-211	5517-0713B	13.57
	100-211-522-050		MEDICAL SUPPLIES		
48	PEKIN HOSPITAL*		INMT LAB WORK 5/13 100-211	48-0713	50.20
48	PEKIN HOSPITAL*		INMT LAB WORK 6/13 100-211	48-0713A	38.75
245	PRAXAIR DISTRIBUTION INC-465*		JAIL OXYGEN 100-211	4658924	21.52
734	QUILL CORPORATION*		TABS FOR MED FILES 100-211	3728316	5.21
6916	MOBILE DIAGNOSTIC INC*		INMATE XRAYS 6/13 100-211	2939	725.00
68793	MOORE MEDICAL LLC*		STETHOSCOPE 100-211	977972591	26.16
96716	SYSTEMS & SPACE INC*		MEDICAL FILE DIVIDERS 100-211	75152-IN	374.40
	100-211-522-080		CRIME PREVENTION		

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TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	95125	EMBROIDME PEORIA*	BAGS 100-211	117198	125.86
	100-211-522-100	GASOLINE & OIL			
	17631	TAZEWELL COUNTY HIGHWAY*	SHERIFF DEPT FUEL 6/13 100-211	80953	14,264.56
	17633	TAZEWELL COUNTY HIGHWAY*	ST ATTY FUEL 6/13 100-211	80958	174.74
	90600	VISA*	CYCLE FUEL 100-211	1011-0713	12.32
	99336	VISA*	SQUAD FUEL 6/13 100-211	4555-0713	239.98
	100-211-522-110	UNIFORMS & CLOTHING			
	62	PEKIN GUN & SPORTING GOODS INC*	GLOVER 100-211	120254	105.00
	174	DAVIS*RANDY	REIMB WEAPON 100-211	724698	402.00
	227	OVER*MARK L	PETERSON 100-211	15092	178.16
	227	OVER*MARK L	DAULT 100-211	15107	147.60
	248	SAM HARRIS UNIFORMS*	HANKINS 100-211	86406	120.40
	1249	GALLS/QUARTERMASTER*	EROCK 100-211	693878	137.89
	1249	GALLS/QUARTERMASTER*	ROBISON 100-211	717132	207.96
	1249	GALLS/QUARTERMASTER*	ROBISON 100-211	740823	44.99
	2184	RAY O'HERRON CO INC*	BALIFF NAME TAG 100-211	1308864-IN	19.19
	2184	RAY O'HERRON CO INC*	EQUIP NEW COS 100-211	1320134-IN	703.96
	2184	RAY O'HERRON CO INC*	EQUIP NEW HIRE 100-211	1320697-IN	275.95
	2184	RAY O'HERRON CO INC*	EQUIP NEW HIRE 100-211	1320700-IN	1,955.45
	1556	GT DISTRIBUTORS - AUSTIN*	MAHR 100-211	452500	36.95
	6208	T-SHIRT HOUSE*	COVINGTON 100-211	56999	84.36
	8449	MUNICIPAL EMERGENCY SVCS*	HELMIG 100-211	422798-SNV	86.05
	9494	BATTERIES PLUS EAST PEORIA-382*	HELMIG 100-211	382-231162	166.99
	95123	EMBROIDME PEORIA*	SHIRTS 100-211	116887	254.28
	100-211-522-120	WEAPONS & AMMUNITION			
	2184	RAY O'HERRON CO INC*	AMMO 100-211	1317080-IN	3,128.98
	100-211-522-140	DUES & SUBSCRIPTIONS			
	43	THOMSON REUTERS-WEST*	INFO CHARGES 5/13 100-211	827327762	140.90
	43	THOMSON REUTERS-WEST*	INFO CHRGS 6/13 100-211	827517789	140.90
	78629	I LEAS*	ANNUAL DUES 100-211	DUES 3460	240.00
	100-211-533-020	K-9 EXPENSES			
	4133	CANINE TRAINING INSTITUTE*	3 NIGHTS BRDNG/BROCK 100-211	1377	54.00
	4133	CANINE TRAINING INSTITUTE*	BRACO TRAIN/MBERSHP 100-211	1378	1,000.00
	100-211-533-050	HEALTH PROFESSIONALS, LTD			

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Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
238		PEKIN PRESCRIPTION LAB INC*	INMATE DRUGS 6/13 100-211	TCS111-0713	3,432.68
3786		CORRECTIONAL HEALTHCARE COMPANIES	INMT HLTH 8/13 100-211	IL0031MC0813	21,697.66
3786		CORRECTIONAL HEALTHCARE COMPANIES	INMT HLTH CARE 9/13 100-211	IL0031MCO0913	21,697.66
3786		CORRECTIONAL HEALTHCARE COMPANIES	INMT MNTL HLTH 8/13 100-211	IL0035MC0813	2,610.18
3786		CORRECTIONAL HEALTHCARE COMPANIES	INMT MTL HLTH CR 9/13 100-211	IL0035MCO0913	2,610.18
100-211-533-060		PRISONERS FOOD			
7402		A'VIANDS LLC*	PAPER PLATES 100-211	63208	29.30
7402		A'VIANDS LLC*	INMATE MLS 6/1-6/8 100-211	63301	7,300.38
7402		A'VIANDS LLC*	INMT MLS 6/9-6/15 100-211	63460	6,284.01
7402		A'VIANDS LLC*	INMT MLS 6/16-6/22 100-211	63461	6,288.23
7402		A'VIANDS LLC*	INMT MLS 6/12-6/30 100-211	63631	7,438.75
7402		A'VIANDS LLC*	CUPS FORKS/PLATES 100-211	63894	46.54
100-211-533-700		VEHICLE MAINTENANCE			
228		RAY DENNISON CHEVROLET INC*	ACCT# 2503 RPR 08 S0D 100-211	CVCS376268	700.38
228		RAY DENNISON CHEVROLET INC*	ACCT# 2503 ROTOR 11-2 100-211	CVW214977	131.60
228		RAY DENNISON CHEVROLET INC*	ACCT# 2503 LOCK/BEST 100-211	CVW215434	153.38
228		RAY DENNISON CHEVROLET INC*	ACCT# 2503 WHLS/SNSR 100-211	CVW215601	721.75
228		RAY DENNISON CHEVROLET INC*	ACCT# 2503 SENSOR 100-211	CVW215667	260.55
228		RAY DENNISON CHEVROLET INC*	ACCT# 2503 CMPSR 10-6 100-211	CVW215713	486.66
7072		FASTENAL COMPANY*	RIVETS 100-211	ILPEK77000	12.45
7072		FASTENAL COMPANY*	RIVETS/HEAT SHRINK 100-211	ILPEK77520	12.70
8505		E & S COMMUNICATIONS INC*	INSTL LGHTNG 2013 SUV 100-211	13-301	187.50
8505		E & S COMMUNICATIONS INC*	RPR SOLENOID 100-211	13-336	37.50
9019		BEST AUTOMOTIVE*	MAINT 13-7 100-211	2007	39.98
9019		BEST AUTOMOTIVE*	OIL/W BLADES 04 CHVY 100-211	2008	27.96
9019		BEST AUTOMOTIVE*	MAINT S90-9 100-211	2009	59.98
9019		BEST AUTOMOTIVE*	BRAKES 11-2 100-211	2010	488.92
9019		BEST AUTOMOTIVE*	TIRES/SIGNAL 04-11 100-211	2011	61.48
9019		BEST AUTOMOTIVE*	BATTERY 08-11 100-211	2012	212.95
9019		BEST AUTOMOTIVE*	RPR DOOR LOCK 04-11 100-211	2013	55.00
9019		BEST AUTOMOTIVE*	MAINT 08-6 100-211	2014	39.98
9019		BEST AUTOMOTIVE*	MOUNT NEW TIRES 12-4 100-211	2015	110.00
9019		BEST AUTOMOTIVE*	INJECTOR CLNR 10-7 100-211	2016	6.99
9019		BEST AUTOMOTIVE*	INJECTOR CLNR 04-12 100-211	2017	6.99
9019		BEST AUTOMOTIVE*	MOUNT TIRES 13-6 100-211	2018	24.50
9019		BEST AUTOMOTIVE*	TIRE PRESS SNSR 08-11 100-211	2019	349.16
9019		BEST AUTOMOTIVE*	ALINATOR 10-6 100-211	2020	498.49

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TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	90195	BEST AUTOMOTIVE*	MOUNT TIRES 12-6 100-211	2021	55.00
	90195	BEST AUTOMOTIVE*	COOLING FAN ASSY 11-2 100-211	2022	509.77
	90195	BEST AUTOMOTIVE*	OIL 11-11 100-211	2023	9.98
	90195	BEST AUTOMOTIVE*	AIR CMPRSR 10-6 100-211	2024	314.97
	90195	BEST AUTOMOTIVE*	OIL 11-6 100-211	2025	9.98
	90195	BEST AUTOMOTIVE*	MAINT 11-3 100-211	2027	39.98
	90195	BEST AUTOMOTIVE*	BRK LGHT BLB 08-11 100-211	2028	3.99
	90195	BEST AUTOMOTIVE*	MAINT/MOUNT TIRES 10-4 100-211	2029	58.98
	90195	BEST AUTOMOTIVE*	MAINT CHK TIRES 12-10 100-211	2031	46.97
	90195	BEST AUTOMOTIVE*	OIL 13-4 100-211	2031A	9.98
	90195	BEST AUTOMOTIVE*	MOUNT TIRE 07-8 100-211	2033	27.50
	90195	BEST AUTOMOTIVE*	RPLC BLNR MTR 08-13 100-211	2034	77.27
	90195	BEST AUTOMOTIVE*	BRAKES 11-2 100-211	2035	223.01
	90195	BEST AUTOMOTIVE*	REAR DR ACCUATOR 08-6 100-211	2036	80.00
	90195	BEST AUTOMOTIVE*	MAINT 08-5 100-211	2037	16.97
	90233	FIRESTONE*	TIRES 100-211	134788	223.68
	90600	VISA*	PARTS FOR MOTORCYCLE 100-211	1011-0713A	12.66
	91311	LET IT SHINE LLC*	SQUAD WASHES 6/13 100-211	1307-2046	180.00
	98644	FOURWINDS RV*	TRAILER JACK 100-211	5288	58.59
	100-111-533-760		RADIO MAINTENANCE		
	230	MOYER ELECTRONICS INC*	ALIGN RADIO 100-211	11400	37.50
	230	MOYER ELECTRONICS INC*	INSTL LPTP EXT 10-6 100-211	11409	125.00
	230	MOYER ELECTRONICS INC*	INSTL/RPR LGHTS 13-11 100-211	11412	169.90
	230	MOYER ELECTRONICS INC*	PR SRN SPKR/WIRES 08-5 100-211	11413	37.50
	12653	RAGAN COMMUNICATIONS INC*	BATTERY&ANTENNA 100-211	9157	146.80
	12653	RAGAN COMMUNICATIONS INC*	BATTERY&ANTENNA 100-211	9158	146.80
	12653	RAGAN COMMUNICATIONS INC*	BATTERY 100-211	9159	129.85
	12653	RAGAN COMMUNICATIONS INC*	BATTERY&ANTENNA 100-211	9160	146.80
	12653	RAGAN COMMUNICATIONS INC*	BATTERY 100-211	9161	129.85
	21844	RAY O'HERRON CO INC*	PARTITION 100-211	1320065-IN	620.08
	85053	E & S COMMUNICATIONS INC*	SET UP NW SQD 13-10 100-211	13-290	1,167.04
	100-211-533-960		MERIT COMMISSION		
	4881	SIVERTSEN REPORTING SERVICE, PC*	1/2 COST/CRT REPORTER 100-211	15231	469.39
	82236	TERRENCE G MCCANN & ASSOC*	POLY CO APPLICANTS 100-211	1-0713	300.00
	100-211-533-991		MEG UNIT		
	231	MULTI-COUNTY NARCOTICS ENFORCEMENT 1ST HLF CTRB PEO MEC 100-211	127502-0713		5,441.19

Proceedings from the Tazewell County Board Meeting held this 31st day July, 2013.

*CA*

Comity Vnd-No Vnd-Name SHERIFF (100-211) Invoice-Numb Expense-Amount

TOTAL: 126,570.82

100-211-522-011 FIELD SUPPLIES  
827 SECRETARY OF STATE STICKER FEE  
827 SECRETARY OF STATE PLATE TRANSFER FEE

101.00 check# 4248 06-21-13  
100.00 check# 4249 06-21-13

MANUAL TOTAL: 201.00

GRAND TOTAL: 126,771.82

Claims Docket  
Expenditure Accounts

*JK*

Comty Vend-No	Vend-Name	E.M.A. (100-213)	Invoice-Numb	Expense-Amount
100-213-522-100 17631	TAZEWELL COUNTY HIGHWAY*	GASOLINE EMA FUEL 6/13 100-213	80957	268.13
100-213-533-300 18500	COOK*DAWN M	MILEAGE	18504-0713	140.70
100-213-533-620 7	AMEREN ILLINOIS*	GAS & ELECTRIC EMA 100-213	3468814495-0713	64.49
7	AMEREN ILLINOIS*	SHERIFF DEPT REAR UNT 100-213	5064963774-0713	107.57
7	AMEREN ILLINOIS*	EMA 100-213	5918993212-0713	110.56
7	AMEREN ILLINOIS*	EMA 100-213	8964336175-0713	45.76
84566	NOBLE AMERICAS ENERGY SOLUTIONS*	EMA # 212360 100-213	131830003055784	167.58
100-213-533-730 90610	DIGITAL COPY SYSTEMS LLC*	EQUIPMENT MAINTENANCE EMA COPIER CONTRACT 100-213	CNIN113730	72.47
100-213-533-750 101103	PRECISION EMERGENCY MGMT SOLUTION CONTRACT FOR SVC	HMEP LEPC GRANT 100-213	015	3,240.00
<b>TOTAL:</b>				<u>4,217.26</u>

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Claims Docket  
Expenditure Accounts

County	Vend-No	Vend-Name	COURT SECURITY (100-214)	Invoice-Numb	Expense-Amount
	100-214-533-000		CONTRACTUAL SERVICE		
	230	MOYER ELECTRONICS INC*	RADIO SVC 7/13 100-214	245119	240.00
	1265	RAGAN COMMUNICATIONS INC*	CORONER RADIO 7/13 100-214	9215	29.38
	1265	RAGAN COMMUNICATIONS INC*	RADIO SVC 7/13 100-214	9218	1,395.55
			TOTAL:		<u>1,664.93</u>

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

Comely Vend-No	Vend-Name	PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
100-230-522-100		GASOLINE/OIL		
17631	TAZEWELL COUNTY HIGHWAY*	FUEL 6/13 100-230	80956	518.76
77739	CITY OF PEKIN*	FUEL 5/13 100-230	9909530	856.99
100-330-533-000		CONTRACTUAL SERVICE		
6624	MIDWEST COUNSELING SERVICES*	MENS THINKING 100-230	031010513	2,000.00
9395	ABC COUNSELING & FAMILY SVCS*	JV SO PROGRAM 7/13 100-230	93950-0713	5,500.00
9395	ABC COUNSELING & FAMILY SVCS*	JV BCK ON TRCT 7/13 100-230	93950-0713A	3,600.00
100-330-533-080		WORK RELEASE/ELECTRONIC MON		
333	BI INC*	ELEC MONITORING 6/13 100-230	794073	1,380.40
9062	CAM SYSTEMS*	CPS MNRNG FEE 5/13 100-230	40921	772.00
100-330-533-160		MEDICAL SERVICES		
4532	STAPLES CREDIT PLAN*	LATEX GLOVES/LAB 100-230	9242010031A	23.96
1081	PEORIA COUNTY JUVENILE DETENTION*	JV EXAMS 100-230	10816-0713A	60.00
1686	REDWOOD TOXICOLOGY LABORATORY INC*	JV BCK ON TRCT 7/13 100-230	341720136	529.75
1804	JOHN R DAY & ASSOCIATES LTD*	PSY EVAL 100-230	18044-0713	690.00
8793	AMERICAN SCREENING CORP*	DRUG TSTNG SUPPLIES 100-230	262558	305.00
9960	GREAT LAKES LABS*	DRUG TESTING SPRYS 100-230	95850	1,789.59
100-330-533-220		T/PCCC		
1265	RAGAN COMMUNICATIONS INC*	MO CHARG 7/13 100-230	9216	470.08
100-330-533-300		P O MEALS/MILES		
12266	MILLS*DAVID E	PRKNG @ MEETING 100-230	12263-0713	2.25
100-330-533-700		VEHICLE MAINTENANCE		
228	RAY DENNISON CHEVROLET INC*	#44637 OIL CHANGE 100-230	CVCS376127	29.48
228	RAY DENNISON CHEVROLET INC*	#44637 OIL CHANGE 100-230	CVCS376140	29.48
228	RAY DENNISON CHEVROLET INC*	#44637 TIRE REPAIR 100-230	CVCS376156	6.75
228	RAY DENNISON CHEVROLET INC*	#44637 VEH MAINT 100-230	CVCS377029	25.00
79265	O'REILLY AUTO PARTS*	4PC FLR MTS 100-230	1262-262752	28.99
100-230-533-910		TRAINING		
751	WALKER*SUSAN	PARKING@CMO TRAIN 100-230	751-0713	3.00
12263	MILLS*DAVID E	MILEAGE TRAINING 100-230	12263-0713A	87.58
12542	HOWE*JOE	PARKING @ TRAINING 100-230	12542-0713	10.50



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Claims Docket  
 Expenditure Accounts

County Vendors	Vendor-Name	PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
100-230-533-979	CTR FOR PREVENTION OF ABUSE			
1218	CENTER FOR PREVENTION OF ABUSE*	DV PROGRAM 5/13 100-230	1218-0713	1,295.19
1218	CENTER FOR PREVENTION OF ABUSE*	DV PROGRAM COSTS 100-230	1218-0713A	2,618.09
100-230-544-000	COMPUTER HARDWARE/SOFTWARE			
37	SEICO INC*	GLOBAL TRCKNG 7/13 100-230	80128	231.00
350	SOLUTION SPECIALTIES INC*	MAINT/INSTL 6/13 100-230	1661541511110496	174.90
100-230-544-001	MISC EQUIPMENT			
4532	STAPLES CREDIT PLAN*	4 DESK CHAIRS 100-230	51768	234.46
4532	STAPLES CREDIT PLAN*	DESK CHAIRS, MISC 100-230	9241367040	119.96
4532	STAPLES CREDIT PLAN*	MISC OFFICE SUPPLIES 100-230	9242010031	24.47
1013	SCHNUCKS*	GRNG CARD/DRG CRT 100-230	802768	2.59
100-230-544-002	OFFICER SAFETY EQUIPMENT			
2184	RAY O'HERRON CO INC*	HOLSTER 100-230	1315217-IN	131.83
2184	RAY O'HERRON CO INC*	VEST CARRIER/JS 100-230	1318004-IN	107.82
7073	VISA*	SHIPPING/RET ITEMS 100-230	1511-0713	10.38
			TOTAL:	23,670.25
100-230-544-000	COMPUTER HARDWARE/SOFTWARE			
7311	VERIZON WIRELESS	INTERNET CARDS FOR LAPTOPS/IPADS		345.65
			MANUAL TOTAL:	345.65
			GRAND TOTAL:	24,015.90

4267 07-05-13 check#

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Claims Docket  
Expenditure Accounts

County Vend-No	Vend-Name	COURT SERVICES (100-231)	Invoice-Numb	Expense-Amount
100-231-533-070	PEORIA COUNTY JUVENILE DETENTION*	DETENTION		
10816	PEORIA COUNTY JUVENILE DETENTION*	JV DETENTION 6/13 100-231	10816-0713	10,620.00
100-531-533-090	TAZWOOD MENTAL HEALTH CENTER*	DRUG CRT EXPENSES		
337	TAZWOOD MENTAL HEALTH CENTER*	DRUG CRT CSTS 6/13 100-231	337-0713	3,846.19
100-531-533-190	ARROWHEAD RANCH*	PRIVATE HOMES & INSTITUTIONS		
345	ARROWHEAD RANCH*	JV PLACEMENT 6/13 100-231	0002755-IN	12,036.10
2068	NEXUS-ONARGA ACADEMY*	JV PLACEMENT 6/13 100-231	130668	2,870.00
TOTAL:				<u>29,372.29</u>

Claims Docket  
 Expenditure Accounts

County	Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
	100-252-522-010		OFFICE SUPPLIES		
734	QUILL CORPORATION*		ARM REST/OFFICE 100-252	3425874	21.59
87939	PRAIRIELAND VENDING*		COFFEE SUPPLIES 100-252	688	4.20
	100-52-522-100		GASOLINE		
17639	TAZEWELL COUNTY HIGHWAY*		FUEL FOR SQUADS 5/13 100-252	80947	283.42
17639	TAZEWELL COUNTY HIGHWAY*		JUNE FUEL 100-252	80955	213.18
	100-52-533-020		PATHOLOGY EXPENSE		
95124	DENTON MD*J SCOTT		AUTOPSY 100-252	N-13-335	895.00
95124	DENTON MD*J SCOTT		FINAL AUTOPSY RPT 100-252	N-13-351	895.00
95124	DENTON MD*J SCOTT		AUTOPSY 100-252	N-13-356	895.00
95124	BELCHER*WILLIAM K		ASIST ON DEATH 6/13 100-252	N-13-351	160.00
95124	BELCHER*WILLIAM K		ASSIST 100-252	N-13-376	160.00
96719	AMANDA J. YOUNG D.O.*		AUTOPSY/TRANS FEE 100-252	N-13-376	895.00
96719	AMANDA J. YOUNG D.O.*		AUTOPSY/TRANSCRIP 100-252	N-13-387	895.00
99600	MITCHELL*AMY		ASSIST/AUTOPSY 100-252	N-13-356	160.00
	100-52-533-021		TOXICOLOGY LAB EXPENSE		
96719	SIU DEPT OF PATHOLOGY*		MAY TOX 100-252	T1305066	805.00
96719	SIU DEPT OF PATHOLOGY*		TOXICOLOGY JUNE BLS 100-252	T1306057	655.00
	100-52-533-022		MORGUE USE EXPENSE		
96719	MCLEAN COUNTY CORONER'S OFFICE*		JUNE MORGUE BILL 100-252	13-104	1,151.00
96719	MCLEAN COUNTY CORONER'S OFFICE*		MORGUE USE 5/13 100-252	13-079	1,740.00
	100-52-533-300		MILEAGE		
77192	PRICE*SCOTT A		MILEAGE 100-252	77194-0713	54.97
88429	NAYLOR*SHAWN L		3 MO MILEAGE 100-252	88429-0713	166.11
99634	DICKERSON*ELIZA		3 MO MILEAGE 100-252	99634-0713	67.24
	100-252-533-370		BODY REMOVAL		
99416	MORGAN-JONES MORTUARY SVCS*		JUNE BODY REMOVAL 100-252	1057	1,200.00
	100-252-544-001		GRANT EQUIPMENT		
46	WIDMER INTERIORS INC*		OFFICE CHAIRS 100-252	312157	1,522.56
734	QUILL CORPORATION*		TWO CHAIRS 100-252	3084974	179.98
100425	VISA*		MAGNIFYING GLASS 100-252	6523-0713	60.29
			<b>TOTAL:</b>		<b>13,079.54</b>

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Claims Docket  
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County Vend-No	Vend-Name	REGIONAL OFFICE OF EDUCATION (100-711)	Invoice-Numb	Expense-Amount
100-711-522-010 4532	STAPLES CREDIT PLAN*	OFFICE SUPPLIES FOLDING CRATES 100-711	22124	91.97
100-711-533-300		MILEAGE		
1281	OWEN*GAIL S	MAY MILEAGE 100-711	12814-0713	396.63
1281	OWEN*GAIL S	JUNE MILEAGE 100-711	12814-0713A	161.59
6708	HOUGHIN*ROBIN G	MAY/JUNE MILEAGE 100-711	67086-0713	25.99
			TOTAL:	676.18

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Claims Docket  
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURTS (100-800)	Invoice-Numb	Expense-Amount
	100-800-522-010	OFFICE SUPPLIES			
20	WILL HARMS COMPANY INC.*	CALENDARS 2014 100-800	32385/32408	342.79	
76	PURITAN SPRINGS WATER*	WATER 100-800	1447952-0713	42.70	
76	PURITAN SPRINGS WATER*	WATER 100-800	1447952-0713A	42.70	
100-00-522-040	JUROR FOOD				
1144	COURTYARD CAFE*	JUROR FOOD 100-800	11-L-33	92.97	
100-00-533-120	ATTORNEY FEES				
1144	LONERGAN*JOHN	06-MR-80 (SVP) 100-800	06MR80(SVP)	2,060.00	
1144	LONERGAN*JOHN	APPEAL 10/JA/94 100-800	10-JA-94	2,500.00	
7318	TAYLOR ATTN*LUKE	COMMITMENT 11-MR-70 100-800	11MR070	905.57	
100-00-533-140	COURT REPORTING FEES				
2602	HARRIS*E SCOTT	TRANSCRIPRT 100-800	11-DT-426	56.00	
2602	HARRIS*E SCOTT	TRANSCRIPRT 100-800	11-JA-32	115.50	
2602	HARRIS*E SCOTT	TRANSCRIPTS 100-800	12-DT116	597.00	
1531	BOYLE CSR INC*CONNIE L	COMMITMENT 11-MR-70 100-800	11-MR-070	275.00	
7075	WINN CRS*LORI	TRANSCRIPRT 100-800	11-JA-32	787.50	
100-00-533-170	WITNESS FEES				
2482	ZAVALA*CATALINA	INTERPRETER 100-800	13-TR-6404	65.00	
2482	ZAVALA*CATALINA	INTPRETER 100-800	13-TR-7009-10	65.00	
2482	ZAVALA*CATALINA	INTERPRETER 100-800	13TR1766-6775	130.00	
100-00-533-180	TESTING FEES				
9941	JICOMP DEPARTMENT OF PSYCHIATRY*	11-MR-83 100-800	RF1266	632.50	
10118	STOFA MD*EDWARD G	11-CF-713 100-800	11-CF-713	4,200.00	
100-00-544-000	MISC. EQUIPMENT				
5973	PEKIN TROPHY HOUSE & ENGRAVED GIFT	JURY COMM PLAQUE 100-800	584323	15.50	
9709	GEORGE O PASQUEL CO*	COFFEE SUPPLIES 100-800	1062215	382.76	
79046	CJ'S CAFE*	CUPS/DRUG CRT CAKE 100-800	062713	105.00	
TOTAL:				13,413.49	

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07/17/2013

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	100-913-522-010		OFFICE SUPPLIES		
734	QUILL CORPORATION*		SUPPLIES 100-913	3229715	461.73
734	QUILL CORPORATION*		SUPPLIES 100-913	3233543	29.88
734	QUILL CORPORATION*		SUPPLIES 100-913	3289669	214.13
734	QUILL CORPORATION*		SUPPLIES 100-913	3526183	357.28
734	QUILL CORPORATION*		SUPPLIES 100-913	3691856	571.21
734	QUILL CORPORATION*		SUPPLIES 100-913	3890771	199.95
734	QUILL CORPORATION*		PROJECTOR 100-913	3926961	721.99
7551	OFFICE DEPOT*		SUPPLIES 100-913	661496897001	101.31
7551	OFFICE DEPOT*		SUPPLIES 100-913	661497148001	21.85
7551	OFFICE DEPOT*		SUPPLIES 100-913	661497149001	15.90
7551	OFFICE DEPOT*		SUPPLIES 100-913	661497150001	13.51
9445	INDEPENDENT STATIONERS*		SUPPLIES 100-913	IN-000317266	540.31
100-913-522-300			COMPUTER SUPPLIES		
734	QUILL CORPORATION*		FLASH DRIVES 100-913	3076273	98.01
734	QUILL CORPORATION*		INK CARTRIDGES 100-913	3657165	800.16
1725	CDS OFFICE TECHNOLOGIES*		INK CARTRIDGES 100-913	INV0780673	741.69
100-913-533-010			COMPUTER CONTRACT		
9464	COMMUNICATION REVOLVING FUND*		INTERNET SVC 5/13 100-913	F1339772	170.00
9314	COMCAST CABLE*		XFINITY TV 100-913	0047517-0713	1.99
9314	COMCAST CABLE*		HIGH SPEED INTERNET 100-913	0262223-0713	86.90
100-913-533-011			COMPUTER MAINTENANCE		
736	PTC SELECT*		RPR PRINTER ASSMNTS 100-913	196439	362.75
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		5/20 HELP DESK 100-913	7689	913.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		5/9/10 HELP DESK 100-913	7701	770.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		5/30 HELP DESK 100-913	7705	880.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		7/1 HELP DESK 100-913	7715	880.00
100-913-533-013			ADMN ADJUDICATION SERVICE		
30	HELLER P C*J BRIAN		COUNTY CODE HEARINGS 100-913	12567	675.56
100-913-533-210			POSTAGE		
656	UNITED PARCEL SERVICE*		SHIPPING/SUPPLIES 100-913	601625243	2,000.00
12217	FARLEY*FRANK X		1ST CLASS PRESORT 100-913	79194	172.69
70675	UNITED STATES POSTAL SERVICE*		JUNE POSTAGE 100-913	70675-0713A	4,846.34

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Comty Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
100-913-533-320		COPY MACHINE MAINTENANCE/USAGE		
90611	DIGITAL COPY SYSTEMS LLC*	6/13 LEASE CONTRACT 100-913	CNIN114744	3,124.90
90611	DIGITAL COPY SYSTEMS LLC*	6/13 MAINT CONTRACT 100-913	CNIN114745	1,430.00
90611	DIGITAL COPY SYSTEMS LLC*	5/13 COPY COUNT 100-913	CNIN114877	2,184.12
90611	DIGITAL COPY SYSTEMS LLC*	7/13 LEASE CONTRACT 100-913	CNIN116112	3,124.90
90611	DIGITAL COPY SYSTEMS LLC*	7/13 MAINT CONTRACT 100-913	CNIN116113	1,430.00
90611	DIGITAL COPY SYSTEMS LLC*	6/13 COPY COUNT 100-913	CNIN116376	995.63
100-113-533-600		LEGISLATIVE PROGRAM		
97300	ANDERSON LEGISLATIVE CONSULTING LT 2ND PMT	INSTLMNT 100-913	2013A	3,750.00
100-113-533-910		EDUCATION/TRAVEL/TRAINING		
12555	GRASHOFF*VICKI	MILEAGE AUDITOR 100-913	1255-0713	181.14
2183	UNIVERSITY OF ILLINOIS-GAR*	DICKSON SHERIFF 100-913	UPIN6697	100.00
70730	VISA*	AMTRAK TRAINING S/A 100-913	1321-0713	36.00
70733	VISA*	LODGING S/A 100-913	1321-0713B	360.84
70744	VISA*	LODGING AUDITOR 100-913	1347-0713	237.30
84788	ROBERTS*PATTY	MILEAGE/PARKING S/A 100-913	84783-0713	103.83
86244	COLLETT*DEBRA	REIMB MICROSOFT EMA 100-913	14654946	79.00
86244	COLLETT*DEBRA	REIMB EXCEL EMA 100-913	14654947	49.00
90600	VISA*	EMERY CONF REG SHREFF 100-913	1011-0713C	395.00
90600	VISA*	SHERIFF LODGING 100-913	1011-0713D	437.60
99611	VISA*	CPR/AED TRAIN SHREFF 100-913	5517-0713	608.00
100-113-544-000		TECHNOLOGY UPGRADES		
62555	CDW GOVERNMENT INC*	GRAPHICS CARDS 100-913	CW99045	258.59
62555	CDW GOVERNMENT INC*	5 WORKSTATIONS 100-913	CX10560	3,925.00
62555	CDW GOVERNMENT INC*	INTERFACE CARDS 100-913	CX82891	74.99
100-113-544-002		SOFTWARE/LICENSES		
62555	CDW GOVERNMENT INC*	INSIGHT CONTROL LIC 100-913	DD28052	141.00
62557	CDW GOVERNMENT INC*	ADOBE ACROBAT XI 100-913	DD93110	235.00
TOTAL:				39,909.98
100-913-533-210		POSTAGE		
214	POSTMASTER	MAILING FOR COMMUNITY DEVELOPMENT		4,317.88 check# 4241 06-13-13
70675	UNITED STATES POSTAL SVC	ASSESSMENTS MAILER		7,680.00 check# 4274 07-10-13
100-913-533-910		EDUCATION/TRAVEL/TRAINING		
263	KEVIN JOHNSON	M&IE CHAMPAIGN S/A		69.00 check# 4257 06-28-13

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Comty Vnd-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Number	Expense--Amount
100-913-533-910		EDUCATION/TRAVEL/TRAINING		
362	ICC	TUITION FEE GILLESPIE SHERIFF		3,650.00 check# 4268 07-05-13
368	STEWART UMHOLTZ	M&IE SUMMER CONF S/A		177.50 check# 4260 06-28-13
717	ILL CORONERS/MEDICAL ASSOC	REGIST FOR CORONER/WAMSLEY CORONER		850.00 check# 4255 06-28-13
72438	ROE	REIMB LODGING/CONFERENCE ROE		306.44 check# 4261 06-28-13
869693	IATAI	TRAINING FOR POTTS/T. JOHNSON SHERIFF		500.00 check# 4258 06-28-13
87327	LARRY EVANS	M&IE CHAMPAIGN S/A		69.00 check# 4256 06-28-13
87327	LARRY EVANS	LODGING S/A		77.00 check# 4270 07-05-13
87382	ILL STATES ATTORNEY ASSOC	SUMMER TRAINING CONF S/A		350.00 check# 4244 06-21-13
01106	ST LOUIS UNIVERSITY CME	REGIST FEE BRAMMEIER CORONER		825.00 check# 4269 07-05-13
463	KEVIN JOHNSON	LODGING REIMB S/A		77.00 check# 4280 07-12-13
81307	PATC	REGIST GOEKEN/HARPER CELL TECH CLASS SHERIFF		1,390.00 check# 4281 07-12-13
55	ERIC GOEKEN	M&IE CELL PHONE TECH CLASS ST LOUIS SHERIFF		363.00 check# 4282 07-12-13
77	HAL HARPER	M&IE CELL PHONE TECH CLASS ST LOUIS SHERIFF		363.00 check# 4283 07-12-13
682	HAMPTON INN&SUITES ST LOUIS	LODGING GOEKEN/HARPER SHERIFF		607.05 check# 4284 07-12-13
682	HAMPTON INN&SUITES ST LOUIS	LODGING ANTHONY SHERIFF		607.05 check# 4285 07-12-13
81307	PATC	ANTHONY TRAINING SMARTPHONE FORENSICS SHERIFF		695.00 check# 4286 07-12-13
13	STEVE ANTHONY	M&IE TRAINING ST LOUIS SHERIFF		363.00 check# 4287 07-12-13

MANUAL TOTAL: 23,336.92

GRAND TOTAL: 63,246.90



Claims Docket  
Expenditure Accounts

*YH*

County Vend-No	Vend-Name	TOWNSHIP BRIDGE FUND (201-311)	Invoice-Numb	Expense-Amount
201-311-544-100	MIDWEST BRIDGE & CRANE*	BRIDGE CONSTRUCTION		
20728		07-14115-00-BR/RBSN RD 201-311 03-0713		156,611.58
			TOTAL:	<u>156,611.58</u>

Claims Docket  
Expenditure Accounts

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omty end-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
02-311-522-010	OFFICE SUPPLIES			
0109	RELIABLE OFFICE SUPPLIES*	PAPER, MARKERS 202-311	DR307900	82.63
0890	QUILL CORP*	COFFEE 202-311	3459099	17.26
0890	QUILL CORP*	PAPER 202-311	3694815	79.80
0935	UNITED PARCEL SERVICE*	AT&T AGREEMENT 202-311	2R3R3253	42.92
02-311-522-100	FUEL			
0545	YODER OIL INC*	FUEL 202-311	22140	24,681.96
02-311-522-120	ENGINEERING SUPPLIES			
0547	STAPLES*	FLSH DRV/BTRY 202-311	51696	31.97
02-311-522-121	FIELD ENGINEER EXPENSE			
0364	MENARDS*	THERMAL JUG 202-311	34455	9.97
049	AUGSPURGER*PAUL	TROXLER TEST PACKET 202-311	7485	115.47
02-311-522-720	MAINTENANCE MATERIALS			
0003	LAWSON PRODUCTS INC*	SHOP SUPPLIES 202-311	9301714265	438.71
0003	LAWSON PRODUCTS INC*	SHOP SUPPLIES 202-311	9301742084	119.76
0003	LAWSON PRODUCTS INC*	SHOP SUPPLIES 202-311	9301769493	360.22
0004	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	46446518	21.03
0004	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	46568927	23.38
0006	SENTRY SAFETY SUPPLY INC*	WET FLOOR SIGN 202-311	166928-IN	21.14
0036	MENARDS*	BOLTS, LUMBER 202-311	32758	34.08
0036	MENARDS*	PAINT, BLADES 202-311	32929	48.72
0036	MENARDS*	SEAFOAM 202-311	35499	25.96
0036	MENARDS*	LIQUID ELEC TAPE 202-311	36128	4.99
0071	PURITAN SPRINGS*	MONTHLY SVC 202-311	1241231-0713	52.25
202-311-533-720	BUILDING MAINTENANCE			
2001	AMEREN ILLINOIS*	MONTHLY SVC 202-311	58007-0613	1,646.67
20017	FRANTZ & COMPANY INC*	MONTHLY SVC 202-311	108116	50.00
20081	TELVENT DTN LLC*	QUARTERLY SVC 202-311	4048115	339.00
20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	542783-0613	29.01
20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81427-0613	72.78
20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81458-0613	26.45
20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81489-0613	43.45
20208	FRONTIER*	MONTHLY SVC 202-311	9255532-0613	297.11

CA

Claims Docket  
Expenditure Accounts

Emty and-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
0208	FRONTIER*	MONTHLY SVC 202-311	9255532-0713	302.45
0627	SCOTT*STEPHEN	MONTHLY SVC 202-311	713	500.00
0798	NOBLE AMERICAS ENERGY SOLUTIONS*	MONTHLY SVC 202-311	131830003055775	238.81
0883	AMERICAN PEST CONTROL INC*	MONTHLY SVC 202-311	1451000-0613	50.00
0890	QUILL CORP*	BATHROOM TISSUE 202-311	3758920	134.97
0917	X WASTE INC*	MONTHLY SVC 202-311	205061	72.80
02-311-533-730	EQUIPMENT MAINTENANCE			
0010	MUTUAL WHEEL CO*	JUNCTION BOX 202-311	2703603	15.26
0010	MUTUAL WHEEL CO*	TAIL LAMP 202-311	2704722	52.14
0010	MUTUAL WHEEL CO*	BRAKE PARTS 202-311	2710139	1,144.52
0029	KOENIG BODY & EQUIPMENT INC*	FLSH TUBES/SLT SPRDS 202-311	67257	108.60
0043	ROLAND RICH FORD-MERCURY INC*	BRACKET 202-311	246072	47.84
0267	ALTORFER INC*	TRUCK ENGINE PARTS 202-311	PC330071367	726.46
0267	ALTORFER INC*	TRUCK ENGINE PARTS 202-311	PC330071460	178.42
0283	JX ENTERPRISES INC*	STEER SHAFT 202-311	1-231900010	283.57
0283	JX ENTERPRISES INC*	STEERING TRBLSHT 202-311	1-231910081	128.25
0437	MIKE MURPHY FORD*	F150 NON WRNTY WRK 202-311	FTCS238702	98.50
0555	CARQUEST AUTO PARTS*	BULBS, FILTERS 202-311	6607-122234	26.44
0724	PENCE'S AG REPAIR INC*	TRUCK INSPECTION 202-311	9661	26.00
0724	PENCE'S AG REPAIR INC*	TRUCK INSPECTION 202-311	9663	39.00
0724	PENCE'S AG REPAIR INC*	TRUCK INSPECTION 202-311	9676	64.00
0724	PENCE'S AG REPAIR INC*	TRUCK INSPECTION 202-311	9679	108.00
0724	PENCE'S AG REPAIR INC*	TRUCK INSPECTION 202-311	9702	26.00
0724	PENCE'S AG REPAIR INC*	TRUCK INSPECTION 202-311	9724	26.00
0725	CROSS IMPLEMENT INC*	MOWER BLADES/FILTERS 202-311	121591	1,238.01
0725	CROSS IMPLEMENT INC*	OIL 202-311	122197	91.62
0726	CIT GROUP INC*	BLOWER PARTS/CABLE 202-311	MI55611	116.67
02-311-533-740	HIGHWAY MAINTENANCE			
0003	VERIZON WIRELESS*	MONTHLY SVC 202-311	9706613943	463.31
0524	PROCTOR FIRST CARE PEORIA HTS*	DRUG TEST 202-311	3458045	50.00
02-311-544-000	NEW EQUIPMENT			
0029	KOENIG BODY & EQUIPMENT INC*	STROBE LIGHTS 202-311	67077	631.02
0029	KOENIG BODY & EQUIPMENT INC*	#9 F450 202-311	JQ32721	9,799.00
0495	CATERPILLAR FINANCIAL SERV CORP*	#8 BCKHOE LEASE PMT 202-311	813	376.45
02-311-544-110	ROAD IMPROVEMENT			

*Yes*

Claims Docket  
Expenditure Accounts

Conty Fund-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
0095	AG-LAND FS INC*	MAINT CHEMICALS 202-311	102579	2,051.27
0347	ALBERS*RUSTY	MAY,JUNE MILEAGE 202-311	RA2013	89.27
0855	SCIORTINO*JESI	MILEAGE 202-311	JS0613	47.74
0893	ROGERS GROUP INC*	CA-6 202-311	705007428	363.45
02-311-544-120	DEBT SERVICES - INTEREST			
0680	CATERPILLAR FINANCIAL SVC CORP*	950 INTEREST PMY 202-311	950INT24	336.43
02-311-544-125	DEBT SERVICES- PRINCIPAL			
0680	CATERPILLAR FINANCIAL SVC CORP*	950 PRNCPL PMT 202-311	950PRNCPL24	1,738.81
02-311-544-000	NEW EQUIPMENT			
0725	CROSS IMPLEMENT			
			TOTAL:	50,507.77
				2,500.00 check# 4262 06-28-13
			MANUAL TOTAL:	2,500.00
			GRAND TOTAL:	53,007.77

Claims Docket  
Expenditure Accounts

Account	Vend-Name	MOTOR FUEL TAX FUND (203-311)	Invoice-Numb	Expense-Amount
03-311-533-150	ENGINEER CONSULTANT			
0227	TRI-COUNTY REGIONAL PLANNING COMM*	FEE 203-311	2013-11	30,746.86
03-311-533-300	MILEAGE			
0666	ANDERSON* JOHN J	LACE MILEAGE 203-311	JA0613	56.50
03-311-533-740	HIGHWAY MAINTENANCE			
0055	R A CULLINAN & SON INC*	13-00000-01-GM 203-311	2-0713-00-01	2,011,806.55
TOTAL:				2,042,609.91

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Claims Docket  
Expenditure Accounts

Item No	Vendor Name	TOWNSHIP ROAD FUEL TAX (204-311)	Invoice-Numb	Expense-Amount
04-311-544-110		ROAD IMPROVEMENT		
0053	R A CULLINAN & SON INC*	13-01000-00-GM BYNTN 204-311	0100FINAL13	50,000.00
0053	R A CULLINAN & SON INC*	13-06000-00-GM ELM GRV 204-311	0600FINAL13	75,000.00
0053	R A CULLINAN & SON INC*	13-07000-00-GM FNDLC 204-311	0700FINAL13	12,000.00
0053	R A CULLINAN & SON INC*	13-08000-00-GM HTTL 204-311	0900FINAL13	53,000.00
0053	R A CULLINAN & SON INC*	13-18000-00-GM TRMNT 204-311	1-0713-18-00	71,110.08
0053	R A CULLINAN & SON INC*	13-14000-00-GM MRTN 204-311	1400FINAL13	32,670.55
0053	R A CULLINAN & SON INC*	13-14000-01-GM MRTN 204-311	1401FINAL13	34,023.33
0411	MIDSTATE ASPHALT REPAIR INC*	13-17000-01-GM SP LK 204-311	1701FINAL13	18,780.75
0518	LOWERY EXCAVATING*	13-17000-02-GM SP LK 204-311	2-0713-17-02	366.80
0648	WAYNE LITWILLER EXCAVATING INC*	13-04121-00-DR DLVN 204-311	04121-00FINAL13	2,648.00
0807	AMERICAN ASPHALT SURFACE RECYCLING	13-04000-02GM DLVN 204-311	0402FINAL13	16,223.00
TOTAL:				365,822.51

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Claims Docket  
Expenditure Accounts

County Vendors: BRIDGE FUND LEVIED (205-311)

County Vendors	Vend-Name	Invoice-Numb	Expense-Amount
205-311-533-150	ENGINEER CONSULTANT		
20372	HLR*	20130578	3,632.00
20372	HLR*	20130582	6,224.20
2053	MAURER-STUTZ INC*	29692	283.50
2068	FERR-GRAHAM & ASSOCIATES*	12PARTIAL2013	1,273.72
205-311-544-100	BRIDGE CONSTRUCTION		
2036	METAL CULVERTS INC*	HV-31294	442.70
2064	WAYNE LITWILLER EXCAVATING INC*	52400	3,600.00
2070	ERO-TEX INC*	INV79167	257.00
TOTAL:			<u>15,713.12</u>

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Claims Docket  
Expenditure Accounts

ORGY and-No	Vend-Name	MATCHING TAX FUND (206-311)	Invoice-Numb	Expense-Amount
06-311-544-110	ROAD IMPROVEMENT			
0199	HANSON PROFESSIONAL SERVICES INC*	08-08025-00-ES TRMNL 206-311	1039152	759.23
TOTAL:				<u>759.23</u>



TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

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Comty Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
208-422-522-010	QUILL CORPORATION*	OFFICE SUPPLIES 208-422	3227882	54.75
208-22-522-040	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH 208-422	A021514-1	117.53
84544	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH 208-422	A021574-1	42.39
84544	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH 208-422	A021709-1	56.70
208-22-533-200	CENTURYLINK*	LONG DISTANCE 208-422	304006043-0713	97.17
208-22-533-210	UNITED STATES POSTAL SERVICE*	JUNE POSTAGE 208-422	70675-0713	21.54
208-22-533-300	SAAL*STEVE	JUNE MILEAGE 208-422	38-0713	214.14
208-22-533-970	STROPES REALTY*	EMERGENCY ASSISTANCE		
277	STROPES REALTY*	PRTL RNTL ASST 208-422	19842	210.00
277	STROPES REALTY*	PRTL RNTL ASST 208-422	19844	210.00
277	STROPES REALTY*	PRTL RNTL ASST 208-422	19870	210.00
5699	HACKNEY*ESTHER P	PRTL RNTL ASST 208-422	19852	330.00
10511	MAJORS*RICHARD	PRTL RNTL ASST 208-422	19857	210.00
10673	CRAFTON*HAROLD L	PRTL RNTL ASST 208-422	19866	330.00
11499	DION*KARL	PRTL RNTL ASST 208-422	19864	210.00
14907	WHITE*ALAN G	PRTL RNTL ASST 208-422	19867	210.00
19924	VANG*CHAO	PRTL RNTL ASST 208-422	19846	210.00
62756	HENDRIX*JOE E	PRTL RNTL ASST 208-422	19856	210.00
67452	OAK LAWN ESTATES LLC*	PRTL RNTL ASST 208-422	19845	330.00
68103	EDGEWOOD TERRACE*	PRTL RNTL ASST 208-422	19848	250.00
68103	AMEREN ILLINOIS (VAC)*	EMERGENCY UTILITY ASST 208-422	8396482047-0713	200.00
68339	FARROW*ROLAND	PRTL RNTL ASST 208-422	19850	330.00
69397	BROOKS*TONI L	PRTL RNTL ASST 208-422	19854	250.00
71412	DRAFFEN*PHILLIP J	PRTL RNTL ASST 208-422	19841	210.00
72165	VISTA VILLA*	PRTL RNTL ASST 208-422	19843	210.00
73196	CARNAHAN*BILL	PRTL RNTL ASST 208-422	19871	210.00
73898	TRUCKENMILLER*LARRY	PRTL RNTL ASST 208-422	19853	330.00
78644	HELLRIGEL*TODD A	PRTL RNTL ASST 208-422	19873	210.00

Claims Docket  
 Expenditure Accounts

ck

Comty	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	81303	KEGLEY*CHRISTOPHER C	PRTL RNTL ASST 208-422	19874	210.00
	82951	KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	19859	210.00
	82951	KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	19862	250.00
	87627	UPPOLE*GARY L	PRTL RNTL ASST 208-422	19863	330.00
	90672	JOHNSON*NEIL C	PRTL RNTL ASST 208-422	19868	330.00
	92399	TEMPLE*VICTOR & LORI	PRTL RNTL ASST 208-422	19861	210.00
	92900	SHELEY*KEVIN	PRTL RNTL ASST 208-422	19860	210.00
	96244	CLANCY*ERIC	PRTL RNTL ASST 208-422	19840	210.00
	99622	PACE*CORY	PRTL RNTL ASST 208-422	19858	250.00
	99622	FANNIE E APARTMENTS*	PRTL RNTL ASST 208-422	19847	330.00
	99633	TURNER*DAVID P	PRTL RNTL ASST 208-422	19849	330.00
	99664	HOOSTE*SCOTT	PRTL RNTL ASST 208-422	19865	330.00
	99811	COUNTRY SIDE ESTATES OF MACKINAW L	PRTL RNTL ASST 208-422	19869	210.00
	10088	HARNS*HELENA	PRTL RNTL ASST 208-422	19851	330.00
	101117	THOMPSON*JAMES	PRTL RNTL ASST 208-422	19855	210.00
	101110	HANCOCK*TRAVIS	PRTL RNTL ASST 208-422	19872	210.00
TOTAL:					9,634.22

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Claims Docket  
Expenditure Accounts

County	Vend-Nc	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	211-411-522-050		MEDICAL SUPPLIES		
	12480	STATE OF IL DEPT OF AGRICULTURE*	LAB TESTING 211-411	262756	85.00
	12480	STATE OF IL DEPT OF AGRICULTURE*	LAB TESTING 211-411	263049	136.00
	12554	STERICYCLE INC*	MEDICAL WASTE 211-411	4004218507	73.95
	99649	TAZEWELL COUNTY VETERINARY MED ASS	JUNE S/N 211-411	JUN13	60.00
	211-411-522-100		GASOLINE		
	17634	TAZEWELL COUNTY HIGHWAY*	GASOLINE 211-411	80954	1,341.11
	211-411-522-110		UNIFORMS		
	62084	T-SHIRT HOUSE*	3 T SHIRTS 211-411	56910	30.75
	62086	T-SHIRT HOUSE*	3 T SHIRTS 211-411	56911	36.75
	211-411-533-160		VETERINARIAN OFFICE SERVICE		
	210	HERM*DR ART	JUNE PER CONTRACT 211-411	210-0713	1,816.67
	211-411-533-200		TELEPHONE		
	102	AT&T*	TELEPHONE 211-411	2991013-0713	32.76
	222	FRONTIER*	TELEPHONE 211-411	4772270-0713	69.35
	222	FRONTIER*	TELEPHONE 211-411	9253370-0713	94.84
	5411	CENTURYLINK*	TELEPHONE 211-411	304044105-0713	55.92
	211-411-533-202		CELLULAR TELEPHONE		
	731	VERIZON WIRELESS*	CELL PHONE/MODEM 211-411	9707481492	137.19
	211-411-533-210		POSTAGE		
	7066	UNITED STATES POSTAL SERVICE*	JUNE POSTAGE 211-411	70675-0713B	578.63
	211-411-533-600		GAS, ELECTRIC & WATER		
	7	AMEREN ILLINOIS*	ELEC/GAS 211-411	5201369932-0713	222.15
	76	FURITAN SPRINGS WATER*	WATER SVC 211-411	1233147-0713	15.55
	219	ILLINOIS AMERICAN WATER COMPANY*	WATER SVC 211-411	1081540-0713	58.13
	88949	NOBLE AMERICAS ENERGY SOLUTIONS*	ELECTRIC 211-411	131830003055781	265.15
	211-411-533-660		GARBAGE COLLECTION		
	66418	X WASTE INC*	GARBAGE 211-411	205060	125.66
	211-411-533-720		BUILDING & GROUNDS MAINTENANCE		

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Claims Docket  
Expenditure Accounts

Comty Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
9	MARKLEY'S PEST ELIMINATION*	FLEAS INSIDE 211-411	223688	40.00
74	FCRC INC*	FLOOR CARE 211-411	014684	40.00
2056	GETZ FIRE EQUIPMENT*	SVC/BATTERIES 211-411	11647512	134.50
88160	G & K SERVICES*	OFFICE RUGS 211-411	1018614454	42.90
TOTAL:				<u>5,492.96</u>

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County Vend-No	Vend-Name	P.D.D. (221-413)	Invoice-Numb	Expense-Amount
221-413-533-971 2576	TCRC INC*	T.C.R.C. PER CONTRACT 221-413	2576-0713	238,000.00
221-413-533-974 309	IRVSRA*	IRVSRA PER CONTRACT 221-413	309-0713	4,318.00
221-413-533-975 310	CENTRAL ILLINOIS RIDING THERAPY*	CENTER IL RIDING THERAPY PER CONTRACT 221-413	310-0713	10,575.00
221-413-533-976 14749	FONDULAC PARK DISTRICT*	FONDULAC PARK PER CONTRACT 221-413	14748-0713	4,319.00
			TOTAL:	<u>257,212.00</u>

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County Vendors	Vend-No	Vend-Name	HEALTH INTER-SERVICE (249-914)	Invoice-Numb	Expense-Amount
	249-914-533-101		ADMINISTRATION		
	99621	BENEFIT PLANNING CONSULTANTS INC*	TPA SVC COBRA 4/13 249-914	BPCI00023431	210.40
	249-914-533-533		EMPLOYEE LIFE INSURANCE		
	10764	SYMETRA LIFE INSURANCE COMPANY*	EMP LIFE INS 7/13 249-914	10764-0713	1,763.06
	249-914-533-534		VOLUNTARY LIFE		
	10764	SYMETRA LIFE INSURANCE COMPANY*	VOL LIFE INS 7/13 249-914	10764-0713A	1,412.58
	249-914-533-535		VAD&D		
	10829	LINA*	VOL AD&D 7/13 249-914	10825-0713	50.80
	249-914-533-611		EMPLOYEE STOP LOSS		
	96555	STARLINE USA LLC*	EMP STP LOSS 7/13 249-914	96555-0713A	6,306.08
	249-914-533-612		DEPENDENT STOP LOSS		
	96555	STARLINE USA LLC*	DEP STOP LOSS 7/13 249-914	96555-0713	10,808.44
	249-914-533-613		AGGREGATE STOP LOSS		
	96555	STARLINE USA LLC*	ACC STOP LOSS 7/13 249-914	96555-0713B	705.51
			<b>TOTAL:</b>		<u>21,256.87</u>

TAZEWELL COUNTY

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Claims Docket  
Expenditure Accounts

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Comty	Vend-No	Vend-Name	SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount
	254-112-533-000		CONTRACTUAL SERVICE		
	50070	MIDLAND DAVIS CORP*	LANDFILL/HAULING 254-112	169110	300.00
			TOTAL:		<u>300.00</u>

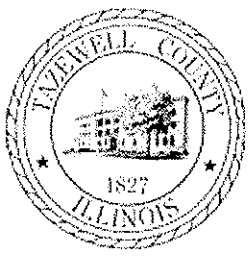








Motion by member Imig. Second by member Graff to approve calendar of meetings for August 2013. Motion carried by Voice Vote.



## TAZEWELL COUNTY BOARD August 2013 Calendar of Meetings

<b>Zoning Board of Appeals</b> (Newman)	Tues., August 06 6:00pm - JCCR	Connett, Crawford, Hillegonds, Palmer, Redlingshafer, Rinehart, Sinn, Sundell
<b>Insurance Review</b> (Zimmerman)	Thurs., August 08 3:00pm – Jury Room	Neuhauser, Aeilts, Connett, Gillespie, Graff, Johnson, Lourgous, McKinney, Timian, Young
<b>Land Use</b> (Hillegonds)	Tues., August 13 5:00pm – Jury Room	Crawford, Connett, Palmer, Redlingshafer, Rinehart, Sinn, Sundell
<b>Health Services</b> (Imig)	**Thurs., <u>August 15</u> ** 5:30pm - TCHD	Sundell, Graff, B. Grimm, Harris, Redlingshafer, Sinn, Vanderheydt
<b>Transportation</b> (Sinn)	Mon., August 19 8:00am - Tremont	Proehl, Ackerman, Crawford, Palmer, Rinehart, Stanford, Von Boeckman
<b>Property</b> (D. Grimm)	Tues., August 20 3:30pm - JCCR	Donahue, Ackerman, Meisinger, Neuhauser, Proehl, Stanford, Vanderheydt
<b>Finance</b> (Neuhauser)	Tues., August 20 following Property - JCCR	B. Grimm, Connett, Donahue, Graff, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Von Boeckman
<b>Human Resources</b> (Harris)	Tues., August 20 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, D. Grimm, Hillegonds, Imig, Neuhauser, Von Boeckman
<b>Risk Management</b> (Zimmerman)	Wed., August 21 4:00pm – Jury Room	Neuhauser, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn, Von Boeckman *(Auditor, Treasurer, State's Attorney)*
<b>Executive</b> (Zimmerman)	Wed., August 21 following Executive	Neuhauser, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn, Von Boeckman
<b>Board of Health</b> (Burton)	Mon., August 26 6:30 p.m. - TCHD	Imig
<b>County Board</b>	Wed., August 28 6:00 p.m. – JCCR	ALL COUNTY BOARD MEMBERS

Board Recessed at 6:53 P.M. Next Meeting will be held on  
August 28, 2013

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I, Christie A. Webb, Clerk of Tazewell County, do hereby certify that the foregoing is a true and complete copy of the Board Minutes at a meeting held in the Justice Center Community Room in the City of Pekin, Illinois on July 31, 2013 at 6:03 P.M The originals of which are in my custody in my office and that I am the Legal custodian of the same.

In Testimony Whereof, I have hereunto subscribed my hand  
and affixed the Seal of the said County at my office in  
Pekin, Illinois  
this 31st day of July, 2013.